THE

North-China Herald.

Vol. XI., N°. 538. SHANGHAI, SATURDAY, NOVEMBER 17, 1860. Price, Taels 15 ℔ Annum.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.

E. St. JOHN NEALE,
Secretary of Legation.
H. M.'s Legation, Shanghai, 22nd June, 1860.

OFFICIAL NOTIFICATION.—It is hereby notified that from and after this date, and until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Britannic Majesty's Legation and Consulate General in Japan.

H. B. M.'s Legation, Yeddo, February 20th, 1860.
By Order, ABEL A. J. GOWER.

INTIMATIONS.

NOTICE.

Shanghae, 23rd *October*, 1860.

REFERRING to a Notice issued on the 16th inst., by the Consuls of the United States, France, and Great Britain, to the effect that the Pilot Licence granted to P. H. Young has been cancelled, the undersigned hereby give Notice to all Merchants, Shipowners, and Shipmasters, whom it may concern, that they will not Insure any Vessel hereafter piloted by the said P. H. Young, or be responsible for any Accident or Loss arising from P. H. Young acting as Pilot.

JARDINE, MATHESON & Co.,
Agents Canton Insurance Company.
DENT & Co.,
Agents Union Insurance Society.
LINDSAY & Co.,
26ja *Agents Hongkong Insurance Company.*

NOTICE.

ALL persons having claims or indebted to the Estate of J. H. Fuller & Co., are hereby notified to make payment, or send in their claims, previous to the *1st of December*, 1860, to

J. W. RICKARD,
1de *Sole Executor.*

SHIPPING.

CIRCULAR.

THE P. & O. S. N. Co.'s Steam-ship *Formosa*, Capt. Hy. Browne, will be despatched from Shanghai, on *Thursday, the 22d istant, at daylight*, (or any time of the night *of the 21st* and *22d*, as the state of the tides may require), with Her Majesty's Mails, for conveyance to Europe *vid* Hongkong.

She will have room for 2,100 bales of Silk for Ports beyond Suez. Applications for which will be received until *Noon of Tuesday, the 13th current*, when the usual allotment will be made.

Cargo will be received on board up to 5 p.m. *of Tuesday, the 20th current*, and Parcels at this Office until *Noon* of the same day.

Correct forms of Bills of Lading can be had on application to this office.

W. R. DALZIEL,
for the Agent.
P. & O. S. N. Co.'s Office,
Shanghai, 10th November, 1860.

N.B.—Shippers of Cargo on the Company's Black Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading with reference to the transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Policies in respect of the same.

NOTICES OF FIRMS.

NOTICE.

WE have established under this date a Branch of our Hongkong Firm at this Port.

Mr. Arthur Booth will sign our firm per procuration.

BOURJAU HÜBENER & Co.
17no Shanghai, 1st November, 1860.

NOTICE.

MR. ALEXANDER HEYMANN has this day been admitted a Partner in our Firm.

REIMER & Co.
2fe Shanghai, 1st November. 1860.

NOTICE.

THE interest and responsibility of Mr. Walter L. Purdie in our firm has ceased.

Mr. N. W. Lincoln and Mr. William Neilson are authorized to sign our name.

OLYPHANT & Co.
tf China, 1st September, 1860.

NOTICE.

THE interest and responsibility of the late HIRAM FOGG in our firm has ceased, and Mr. HORATIO N. TWOMBLY has been admitted a partner therein.

The business will be continued under the name of

H. FOGG & Co.
5ja Shanghai, 1st September, 1860.

NOTICE.

ALL parties having claims against the Estate of the late Hiram Fogg, are requested to present them previous to *the 31st December next*, and all parties indebted to the same are requested to make immediate payment to the undersigned.

ALBERT L. FREEMAN,
Executor.
5ja Shanghai, 1st September, 1860.

NOTICE.

I PURPOSE establishing myself in Kanagawa on the 1st May as *Tea Inspector and General Commission Agent.*

W. G. ASPINALL.
tf Shanghai, April 19th, 1860.

NOTICE.

THE business of *Public Tea Inspector*, hitherto conducted by Mr. John Blain, will be continued by the undersigned.

BLAIN, TATE & Co.
tf Shanghai, 2nd January, 1860.

NOTICE.

MR. EDWARD CAREY SMITH is authorized to sign our Firm by procuration at *Foochow.*

TURNER & Co.
tf Hongkong, 9th July, 1860.

NOTICE.

WE have this day established ourselves as *General Commission Agents*, at this port, under the style of R. ARNOLD & Co.

ROBT. ARNOLD.
FRANCIS A. GROOM.
tf Nagasaki, 1st September, 1860.

NOTICES OF FIRMS.

NOTICE.

I have this day established myself as a *General Commission Merchant.*

G. H. ALFELD.
24no Nagasaki, (Japan,) 1st May, 1860.

NOTICE.

I have this day established a *General Commission Agency*, at this Port.

W. J. ALT.
tf Nagasaki, 6th January, 1860.

NOTICE.

THE undersigned have established themselves at this Port as *General Agents and Commission Merchants.*

L. FRIEDEBERG & Co.
tf Nagasaki, 1st January, 1860.

NOTICE.

THE business hitherto carried on at this Port, under my name, will in future be conducted under the style of Macpherson & Marshall, of which Firm Mr. WILLIAM MARSHALL of Shanghai is a Partner.

A. J. MACPHERSON.
1de Yokuhama, 8th October, 1860.

INSURANCES.

AGENCY of the COMPTOIR D'ESCOMPTE de PARIS.

BY a Decree of the Imperial Government, the "Comptoir d'escompte de Paris," has been authorized to establish an Agency at Shanghai.

This Agency is now ready to transact Banking business, and will buy and sell Exchange.

The Agency's Office is temporarily in the building of the Agra & United Service Bank,

Ho-kea-te-Hong.
26ja Shanghai, 23rd October, 1860.

EASTERN MARINE INSURANCE COMPANY.

A BRANCH of the above Company having been opened at *Foochow*, Policies will now be granted upon risks from that port.

TURNER & Co.,
Agents in China for the
Eastern Marine Insce. Compy.
tf Hongkong, 9th July, 1860.

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.

THE undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on Ordinary Marine Risks to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* Hongkong, Singapore, Penang, and Batavia.

TURNER & Co.
tf Shanghai, 13th February, 1857.

LIVERPOOL & LONDON FIRE & LIFE INSURANCE COMPANY.

THE undersigned having been appointed Agents of the above Company at this Port are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored therein.

DOW & Co.
tf Shanghai, 20th April, 1860.

ALLIANCE FIRE ASSURANCE COMPANY OF LONDON.

THE undersigned Agents in Shanghae for the above Company are prepared to accept assurance as under:

On private Dwelling Houses of the best description, *used strictly as such*, and the contents consisting of Household furniture, &c., therein, in private use, at the rate of ¾ *per cent per annum.*

On Buildings of Brick or Stone covered with Tiles, Slates or Metal, detached from Chinese Tenements, and on their contents at the rate of *one per cent per annum*, and to the extent of £10,000 on each separate building.

A Building and its contents taken together form one risk. Thus the above sum may be underwritten on a Building alone, or on the contents alone, or part on the Building and part on the contents.

Assurances for Six months will be charged *three-fourths, and for* Three months *one-half of the annual rate.*

No Assurance is to be considered in force until the premium be paid.

Amongst other advantages of the Company, the Assured will be entitled to participate in the Profits after five-successive payments.

Parties applying for Assurances will please send in full particulars of the Risk to be taken: any deviation from which, without the consent of the Company, will vitiate the Policy.

JARDINE, MATHESON & Co.,
Agents in Shanghae.
tf Shanghae, 2d June, 1860.

RELIANCE MARINE INSURANCE OFFICE.

THE undersigned have been appointed Agents for the above named Company at this Port, and are prepared to Grant Policies on Merchandize by first Class Vessels to any part of the World, payable in *London, Bombay, Calcutta, Singapore, Hongkong* and *Shanghai.*

GIBB, LIVINGSTON & Co.
tf Shanghai, 1st March, 1850.

IMPERIAL FIRE INSURANCE COMPANY.

THE undersigned having been appointed Agents for the above named Company, at this Port, are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored therein.

GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

INSURANCES.

THE LONDON & ORIENTAL STEAM TRANSIT INSURANCE OFFICE.

(Established 1843.)

THE undersigned are prepared to accept RISKS (covered by protecting Policies at Lloyd's and the various London Insurance Companies,) by the PENINSULAR & ORIENTAL STEAMERS between *Shanghai, Canton and Hongkong, Amoy*, the *Straits, Ceylon*, the *Presidencies of India, Suez*, and *England.*

The interest in the protecting Policies is assigned to the Peninsular & Oriental Steam Navigation Company, for the purpose of their becoming the Medium of Payment in the event of loss.

For Rates of Premium and other Information, apply to

M. Fischer, *Hongkong.*
W. R. Dalziel, *Shanghai.*
S. J. G. Jellicoe, *Singapore.*
T. H. Tronson, *Calcutta.*
Robert Franck, *Madras*, or
John Ritchie, *Bombay.*

The undersigned will also accept Risks upon all *first class* Steam-ships (other than those of the Peninsular and Oriental Company) trading between the above mentioned Ports.

JAMES HARTLEY & Co.
London, 26th November, 1859.

PHŒNIX FIRE INSURANCE COMPANY.

THE undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

Capital Two Millions Sterling.

Trustees,
John Shaw Leigh, Esq. | John Naylor, Esq.
Charles Turner, Esq., *Chairman.*
Ralph Brocklebank, Esq., *Deputy Chairman.*

THE Company is prepared to grant Policies of Insurance against Fire to the extent of £10,000 on any one Building or its contents.

Premiums are payable in the Bills of any of the Local Banks or in other approved Paper.

BOWER, HANBURY & Co.,
Agents for Shanghai.
tf Shanghai, 1st January, 1859.

NOTICE.

THE undersigned are appointed Agents for the *Underwriters* and *Marine Insurance Companies of Hamburg.*

HARKORT & Co.
tf Shanghai, 17th December, 1858.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE undersigned having been appointed Agents in China for the above named Company are prepared to grant policies against fire at Shanghai to the extent of Mex. $35,000,—on one risk, as under:

1, On Buildings or on their contents.
2, On Ships, lying in port, or on their contents.

For further particulars apply to

Wm. PUSTAU & Co.,
Agents in Shanghai.
tf Shanghai, 1st December, 1858.

HONGKONG MARINE INSURANCE COMPANY.

THE undersigned are prepared to grant Policies on behalf of the HONGKONG INSURANCE COMPANY, payable in *Shanghae, Hongkong, Canton, Calcutta, Manila, Bombay* and *London.*

LINDSAY & Co.
Shanghae, 1855.

FOR SALE.

FOR SALE.

FINEST Pale Ale in 4 doz. Cases at Tls. 1.6.5 per doz. for not less than 5 Cases.

Champagne of the first quality, Crême de Bouzy, in 3 doz. Cases at Tls. 12 per doz.

Finest Pale Sherry and Old Port in 3 doz. Cases at Tls. 8 per doz.

Cream Gin in doz. Cases at Tls. 8 per doz.

Apply to

WATSON & Co.
tf Shanghai, 8th November, 1860.

CIRCULAR.

SODA-WATER & LEMONADE.

THE undersigned has commenced making the above beverages for the season and begs to state that the quality is unsurpassed by any made in China.

Prices as usual, viz:

Lemonade per doz.	Tael 1.0.0
Soda-water „	„ 0.7.5

Bottles if not returned within the space of One Month, are charged One Tael per doz.

Soda-water Bottles bought at fair prices.

P. F. RICHARDS,
Astor House.
tf Shanghai, 10th May, 1860.

FOR SALE.

GIESLER'S Creaming Champagne.
Port, Sherry, &c., &c.

SMITH, KENNEDY & Co.
tf Shanghai, 16th September, 1859.

FOR SALE.

At the Office of the North-China Herald.

THE "*HSIN CHING LU*," or "*Book of Experiments*," by T. F. Wade, Esq., *Chinese Secretary*; a work in Three Parts, designed to assist Students of the Peking Dialect. Price $6.00.

tf Shanghai, 11th June, 1859.

FOR SALE.

NOTICE.

MRS. MARSH has just received per Mail Steamer, a beautiful assortment of Silk Dresses, Gauze and Grenadine do., Barege do., French Cashmere and Wool Shawls, Scotch Tartan Cloakings, Mantle Cloths, French Merinos in all the Fashionable Colors, Winter Dresses, Ladies' and Children's Hats and Bonnets, Chenille Nets, Gold Belts, Flowers, Wreaths, and Headdresses, White and Colored Kid Gloves, Ribbons and Embroideries, Mourning Collars and Sleeves, Infant's Robes and Pelisses, Mourning & Fancy Stationery.

All the above Goods have been selected by Mrs. Marsh from the first Houses in London, Paris, and Lyons, and she trusts they will meet with the approbation of Ladies visiting her Show Rooms.

24no Shanghai, 20th October, 1850.

NOTICE.

MRS. MARSH has just received per late arrival, Black and Colored Broadcloths, Doeskins and Tweeds, Sealskins, White and Colored Flannels, Check do., Crimean Shirts, Cardigan Vests, Wool half-hose, Felt Hats, Table Linens, Sheetings, Huckaback, Bath Towels, &c., &c. &c.

24no Shanghai, 20th October, 1860.

NOTICE.

THE undersigned have just received, and offer for Sale at moderate prices, a choice selection of Fall and Winter Goods, consisting of—

Ladies' Dresses and Trimmings.
Paisley and Scotch Shawls.
Woollen Polkas, Vests, Sleeves, Mitts, Gauntlets, Hoods, Gloves, &c.
Ladies' and Gentlemen's Woollen Drawers, Shirts and Stockings.
Tweeds, Flannels, and Broadcloth.
Cardigan Jackets, Vests, and Scarfs.
Curtain Damask and Trimmings.
Carpeting, Binding, and Hearthrugs.

Also,

An assortment of Stationery, Glass-ware, and China-ware.

WM. DATO & Co.
1de Shanghai, October 12th, 1860.

NOTICE.

COPIES of the United States Treaty with China, published by Authority, may be had at this Office.

Shanghai, 19th November, 1859.

MISCELLANEOUS.

Wm. DATO & Co.
GENERAL STORE-KEEPERS, COMMISSION AGENTS AND AUCTIONEERS.

Yang-king-pang,
Corner of Rue de Mausolée.
7oc Shanghai, 6th October, 1860.

H. FOGG & Co.,
Ship Chandlers, General Store-Keepers, Auctioneers, and General Agents.
On the Bund, near the Bridge leading to the French Settlement,
SHANGHAI.
tf 2d March, 1860.

Ta-shing. 泰興
REIMER & CO.,
Chronometer, Watch and Clock Makers, and Jewellers.
CHURCH STREET, CORNER OF FIVES COURT LANE.
SHANGHAE.

Chronometers carefully rated
Shanghai, 2d July, 1860.

REIMER & CO.,
General Storekeepers, Commission Agents, and Auctioneers.
12ja Shanghai, 2d July, 1860.

高福利 *Kaou-fuh-le.*
OUR HOUSE,
LIQUOR VAULT & BILLIARD SALOON,
BY THE PROPRIETORS
W. GODFREY & H. LUXTON.
WINES, SPIRITS & PROVISIONS,
Wholesale and Retail.

End of Park Lane and Maloo.
Crossing the Barrier Road.
tf Shanghai, 30th July, 1860.

SAEKEE & CO.,
Yang-king-pang Street, three doors from Messrs. H. Fogg & Co.
HAS FOR SALE AT LOW PRICES,
WHOLESALE AND RETAIL.

Silks, Satins, new pattern Gauzes, Crapes, Embroideries, Nankeens, Sarsnets, Pongees and every description of Silk Piece-goods of Soo-chow Manufacture.

ALSO,
Lacqueredware, Ivory Carvings, &c., &c., &c.
AND,
Champagne and other Wines.

KIN-TEE-YUEN,
CAN SUPPLY PARTIES WITH SILKS OF EVERY DESCRIPTION;
GAUZES OF NEWEST PATTERNS;
SHAWLS, and APRONS;
AND EMBROIDERED WORK OF THE LAST FASHIONS,
AT UNUSUALLY LOW PRICES.
TSING-KEE SHOP,
Near the French Consulate.
Shanghai, 1st September, 1855.

MISCELLANEOUS.

GEORGE LOCKHART.

ANY information respecting George Lockhart, a native of Glasgow, who arrived here from *San Francisco* on or about the 11th December, 1852, in the American ship "*North Carolina*," will be thankfully received by

LYALL, STILL & Co.
10no Hongkong, 18th September, 1860.

THE SHANGHAE HOSPITAL AND DISPENSARY.

HAS been enlarged, and can accommodate Private Patients with comfort.

The terms are,

For Private Room, ...	Tls. 2.0.0 a day.
„ Officers do.	„ 1.5.0 „
„ General Wards, ...	„ 1.0.0 „

Washing One Tael per month extra.

The Lowest charge is Seven Taels.

F. C. SIBBALD, M.D., *Surgeon.*
Mr. NEWMAN, *Apothecary.*

☞ The Dispensary is well stocked with Medicine, which may be had on application to the Apothecary.

tf Shanghai, July 17th, 1857.

MADAME WRIGHT,
MAGAZIN DES MODES.
Barrier Road, Shanghai.

HALL & HOLTZ,
SHIP CHANDLERS, STOREKEEPERS AND BAKERS,
BREAD AND BISCUITS.
SHANGHAE.

McKENZIE & CO.,
Ship Chandlers, Storekeepers, General Agents and Provisioners.
Yang-king Pang Creek,
Opposite Sae-kee's Silk Shop.
SHANGHAI.

G. GÜNTHER,
SAILMAKER.
Yank King-pang Creek.
Next door to Messrs. Clark & Co.
SHANGHAI.
20ap 20th April, 1860.

A CARD.
D. B. SIMMONS, M.D.,
Physician & Surgeon.
Kanagawa (Yokuhama),
26ja JAPAN.

DR. GEO. M. BATES,
YOUKUHAMA—JAPAN.
Terms for attending upon Ships,

One month, ...	$25:00
More than half a month, ...	$25:00
Less „ „ „	$12:50
If not employed by the month, per visit, ...	$ 5:00

N. B.—Medicines when furnished will be charged extra. 23ju

NOTICE.

THE *LADY'S NEWSPAPER & PICTORIAL TIMES*, is the best Illustrated Weekly Journal for Ladies, being especially devoted to their interests, instruction, and amusement. It contains each week, besides the usual Illustrations of the Events of the Day, the Latest Paris Fashions and the Newest Work-table Patterns (working size); and is therefore particularly valuable to Ladies, and Families out of town, and quite invaluable in the Colonies.

Annual Subscription (paid in advance), £1. 6s., either stamped or post-paid to any British Colony. May be ordered at the Office, 83, Fleet Street, London, or through any respectable news agent.

KEATING'S PERSIAN INSECT POWDER,

UNRIVALLED IN EXTERMINATING MOSQUITOES, Fleas, Bugs, Flies, Beetles, Cockroaches, and every description of Insect infesting Animals and Poultry, protects Clothes, &c., from Moths. ONLY INJURIOUS TO INSECT LIFE. See that the name of THOMAS KEATING, 79, St. Paul's Churchyard, is on every Packet.

12jy London, May, 1860.

KEATING'S COUGH LOZENGES.

JUDGED BY THE IMMENSE DEMAND, this Universal Remedy now stands the first in public favour and confidence; this result has been acquired by the test of fifty years' experience. These Lozenges may be found on sale in every British Colony, and throughout India and China. They have been highly esteemed wherever introduced. For Coughs, Asthma, and all affections of the Throat and Chest, they are the most agreeable and efficacious remedy.

Prepared and Sold in Boxes and Tins of various sizes, by THOMAS KEATING, Chemist, &c., 79, St. Paul's Churchyard, London. Sold Retail by all Druggists and Patent Medicine Vendors in the World.

N.B.—To prevent spurious imitations, please to observe that the words "KEATING'S COUGH LOZENGES" are engraven on the Government Stamp of each Box, without which none are genuine.

20oc London, May, 1860.

DRY DOCK.

THE PATENT SLIP DOCK & COMPANY

BEG to announce that they are prepared to re-copper and execute all descriptions of repairs to ships, in the most efficient manner, under the supervision of European shipwrights, &c.

H. M. S. *SARACEN*, and a number of other vessels, ranging to 850 Tons Register, have been repaired in the Dock since it was opened last March.

WILLIAM CLOUGHTON,
Director.
New Harbour, Singapore,
30th March, 1860. 5my

NEW ADVERTISEMENTS.

FOR SALE.

CHAMPAGNE.

(Vve. Clicquot), ..	in 1 dz. c. a ℔ dz. T.			11
(St. Péray Mousseux),	2	„	„	10
(Giesler & Co.),......	1	„	„	10
(Perrier & Jouet), ...	1	„	„	10
Pale Sherry.				
(Misa & Co.), ...	2	„	„	7
(Lopes Villegas), ...	2	„	„	7
(Other Brands), ...3 &	2	„	„	7
Port..................	3	„	„	8

W. R. ADAMSON & Co.
tf Shanghai, 13th November, 1860.

FOR SALE, FREIGHT OR CHARTER.

THE American Ship *MAGNOLIA*, 648 Tons Register. Apply to
RUSSELL & Co.
o Shanghai, 17th November, 1860.

THE
North-China Herald.
SHANGHAI, SATURDAY, NOVEMBER 17, 1860.

NOTICE.—The hours of DIVINE SERVICE in TRINITY CHURCH, are on Sundays, at 11 A.M. and 4 P.M., also on Wednesday at 4 P.M.

Bibles, (in various languages), Prayer Books, and Hymn Books, can be obtained by application to the Chaplain, or of Mr. WRIGHT, the *Sexton*.

JOHN HOBSON, *Chaplain.*

NOTICE.—PUBLIC WORSHIP is held in the LONDON MISSION CHAPEL, every Sunday, at half-past nine A.M., and at six P.M.

LATEST DATES.

England, ...Sept.	10	Singapore.......Oct.	13
Bombay ......Oct.	1	Hongkong, ... „	—
Calcutta, ...	—	New York.......Aug.	—
Galle, ... „	6		

Latest dates in England from China,—
From Hongkong ..July 8 } Mail received *via*
„ Shanghai ... „ 1 } Marseilles, Aug. 27.

DIED.

At Shanghai, on the 4th instant, NATHAN W. LINCOLN, of Charlestown Mass., U. S. A.

COMPARISON OF OBSERVATIONS,

taken by

A SELF REGISTERING THERMOMETER

in the open air, in a shaded situation, at Shanghai,—the Maximum by day, and the Minimum at night.

FOR THE WEEK.

Ending 16th Nov. 1860.			*Ending 16th Nov. 1859.*	
	Max.	*Min.*	*Max.*	*Min.*
10,—	56	44	51	41
11,—	57	51	54	46
12,—	55	47	61	55
13,—	55	41	63	48
14,—	51	42	52	43
15,—	56	46	54	44
16,—	63	53	59	49

To be continued weekly.

QUOTATIONS.

(Friday.)

EXCHANGE,...............No quotations.

OPIUM.

	Malwa		*Patna*	
Nov.,	New, Tls.	*Old,* Tls.	New, Tls.	Old, Tls.
10, ...	—	560 a 565	 615	.... —
12, ...	—	 560	 615	.... —
13, ...	—	 560	 615	.... —
14, ...	—	 560	 615	.... —
15, ...	—	 560	 615	.... —
16, ...	—	 555	 615	.... —

PASSENGERS.

ARRIVED.—Per *Nimrod*, 4th Nov., from the Peiho,—(omitted). Messrs. H. B. Loch, and C. S. Compton, Lord Robt. Grosvenor, Major Hon. A. Anson. Per *Chusan*, from Tien-tsin,—For Hongkong, Lieut.-Col. Mann, R.E.; Capt. Hon'ble Thesiger, Cornet Revell, and Three non-com. Officers, 6th Dragoons; One non-com. Officer, and Two Native followers, 3d Dragoons; Dr. Kirwan, and 61 Chinese Coolie Corps; Mr. Taylor, R.N., Lieut. Sinclair, R.N., and Capt. Symonds, R.M. For Shanghai, Messrs. Fitzroy and Gower; Major Pennycuick, R.A., Dr. Crean, R.A., 68 Non-com. Officers and men, R.A., and 61 Native Camp followers.

EXPECTED.—To leave Southampton,—

Sept. 20.

For Hongkong, Messrs. H. Dickenson, A. H. Roberts, and Maslin; Mr. & Mrs. W. Cole and Daughter; Mr. & Mrs. T. Borrodaile; and Capt. Cahill.

For Shanghai, Mrs. Marshall, and Mr. Maclean.

Oct. 4.

For Hongkong, Mr. and Mrs. Dixson, Miss Harmer; Lieut C. H. Platt; Messrs. G. Smith, J. D. Gibb, E. F. Parker, R. Westall, and Hutchison; and Vet.-Surgeon Appleton.

For Shanghai, Mr. & Mrs. J. P. Tate; Mrs. Davie; and Mr. Birt.

Oct. 20.

For Hongkong, Mrs. Murray; Capt. Archer; Messrs. F. Pereira, and J. Hogg.

POST OFFICE NOTICE.

The departure of H. M. S. *Pioneer* for Japan is unavoidably postponed, but six hours after her return to Shanghai, of which notice will if possible be circulated, mails for Nagasaki and Kanagawa will close at this office.

H. M. S. *Nimrod* will start for the North six hours after the arrival of the English Mail. Letters for her will be received by the undersigned.

C. TREASURE JONES,
H. M. Packet Agent.

NORTH-CHINA BRANCH OF THE ROYAL ASIATIC SOCIETY.

The next Meeting of this Society will be held in the Rooms of the Shanghai Library on Tuesday, the 20th November, at 8 o'clock, P.M., when "A Notice of the Department of Soochow" will be read, by the Rev. E. W. Syle.

JOSEPH EDKINS, *Secretary.*

THE P. & O. Steamer *Formosa* carrying the outward mail for Europe will leave at day-light on Thursday, the 22d inst. The post-office packets closing as usual the day before.

THE next Inward mail from London 26th Sept., was due in Hongkong on the 10th, and should be here on the 19th instant, by P. & O. Steamer.

THE past week has not been prolific in the way of political news, but the Steamer which arrived from the North on the 14th instant, brings sufficient intelligence to serve in some degree as an index of what may occur hereafter.

There is no character for which we entertain more contempt than for that of an habitual croaker, and there is no line which we more earnestly deprecate than that which is eagerly ready to find fault with the proceedings of our superior authorities, be they Consular Diplomatic, Naval, or Military; our own conscience however does not prick us as being liable to either imputation, and we therefore the more readily, and the more plain-spokenly recur to a subject which we commented upon at some length in our last issue—a subject of the deepest interest to our fellow countrymen in this far East and one of high Imperial importance. It is then after another week's calm and deliberate reflection, strengthened in its conclusions by the news just lately received, that we are forced to declare ourselves as sadly dissatisfied with the present posture of affairs in the North, and gravely disquieted as regards the future, which is immediately dependent upon the course now adopted.

What then appears to be the case? So far as we can learn—the army of San-ko-lin-sin, oft defeated but never dispersed—encamped in the immediate neighbourhood of our own forces, and we fear ready to pounce on our now vacated position—the Treaty promulgated in Pekin only after the greatest difficulty—the destruction of the Emperor's Palace again misrepresented as an accident, and our occasional and injudicious stragglers cut off by the Chinese, all this being done no doubt at the instigation of the native authorities.

In the face of these facts the foreign cause appears under the following aspect.

Our victorious army in full retreat before a defeated foe, and an imaginary Moscow—our resident Minister, the establishment of whose dignified status vis-a-vis of the Chinese has been one of the chief causes of the war, summoned at last from his residence at this port, to arrive just in time to meet the Ambassador and rearguard of our army marching out of Pekin—the Ambassador and General Officers reported eager for an immediate return home, and the whole force in process of dismemberment and separation.

Can anything be more calculated to reinstil those haughty and repelling principles which we have been at so much trouble to dissipate? Can anything be more fatal to our lasting interests or more self-destructive than such policy? It is urged in reply that the evacuation of Pekin is a military necessity, and that the lesson taught the Imperial force and court has been so severe that no resistance will be attempted when Mr. Bruce proceeds to be installed next spring. It may be so, and we trust it will, but we reply that all our knowledge of Chinese character, and all our experience of Chinese policy, leads us to a directly opposite conclusion.

They will interpret our retreat into defeat, and they will argue and not illogically, that if a large and well-ordered army cannot maintain itself in Pekin for five months of winter weather, a smaller section of that force will not be a matter of very lasting or grave consideration to them—it may again be perfectly true that even in case of resistance the Allied Division now to be left at Tien-tsin, after the surveys which have been made, and with the lately acquired knowledge of the intervening ground and of Pekin is perfectly competent to overcome all difficulties and reduce the case again to its present position, but if the tendency of a retreat from Pekin is, as it undoubtedly is, only to engender further resistance and to frustrate all the economical intentions of our Government, it is at once condemned unless, which we cannot believe, it is positively unavoidable.

We cannot bring ourselves to estimate in the same degree the difficulties which must have presented themselves as so insuperable to Sir H. Grant or his subordinate departments. Was not Pekin entirely at our mercy? Were not the people equally eager to provide supplies, and if necessary, were not the mandarins accessible to secure them under compulsion? Was there not a month or six weeks to get up military stores from Tien-tsin, to collect grain and provisions on the spot, and to render comfortable the quarters which had but to be chosen for the troops? We cannot doubt these things, nor can we for a moment suppose that in case of any hitch the bayonets of the division or even brigade of occupation, could not have most easily removed it.

We trust then that Lord Elgin did at least what he could to avert the suicidal course which has been adopted, and he had but to fall back upon his own experience of a former mistake, to perceive the impolicy of the proceeding, for there can be little doubt that had Tien-tsin been held during the winter of 1858, for which omission, we believe, he should not be held personally responsible, the Peiho disaster at least would not have occurred, though Chinese policy might still have forced us into an expedition like the present. The British Government and the British people may well be wearied of Chinese hostilities and war expenses, but their credit is so staked to the issue that the question cannot be shirked, and those who consent to a policy which events may prove to be penny wise and pound foolish, will be held responsible for the failure, and deemed unworthy of the confidence formerly reposed in them.

It is currently reported that a very general desire to be quit of the question and to return home is entertained at head quarters, and certainly present events seem to indicate the existence of such a feeling; let our Ambassador, however, remember that the applause which greeted the Tien-tsin treaty of 1858 will hardly be renewed until that of Pekin be not only signed and promulgated but in practical operation, and that it will be well not to afford carpers the same grounds for criticism on the score of a too-hasty departure which were presented in 1858.

If we do not envy the Ambassador and the Commander-in-Chief the brief credit which late events are sure to attract, but which their present action seems to us so likely to jeopardize, most assuredly do we pity and sympathize with Mr. Bruce, on whose devoted head will again fall the serious task of bringing into working order, with a peace staff, and by means of persuasion, those unwilling elements of Chinese diplomacy, which yield so readily for a time to the rude shock of arms. We may be sure that a treaty imposed by force upon a reluctant government can never be initiated except in the presence of the same element; we may feel certain that the more that initiation is postponed the more sturdy will resistance to it become, and it is on these grounds that we record our unqualified dissent from a line of policy, which appears to us, whatever its result in the present instance, to be wanting in a just appreciation of the past, dilatory in its action, and subversive, in its tendency, of that economy and reduction of expense which it is supposed to promote.

OUR friends the Military have certainly done their best to furnish their quota of amusement to the Shanghai Residents in the shape of Races and Games which took place on Monday and Tuesday last on the Race Course. The weather at the commencement of the first day was rather dull and threatening, but towards the afternoon looked brighter. It was cold and the ground perhaps heavy from the late wet weather, but the programme of the day was carried out quite successfully, and the course very well attended. Tuesday commenced and continued throughout, a most beautiful day. The sun shone out brightly and would have been very warm but for a fresh northwest breeze to which we were indebted for one or two races not in the programme, after *hats*. The men seemed to run very well and the starts were quite picturesque, but unfortunately we were unable either to time the races or obtain the measurements of the distances to which the heavy shot were thrown or "put" as the term is, but we witnessed a feat of great muscular strength by a soldier who lifted a stone weighing 120 lbs. by his teeth, and carried it several yards. Other powerful looking men tried but could not start it at all. The distance attained in the running long jump was 15 feet, won by private Lynch 44th who also carried off the prize for the hop, step and jump, reaching a distance of 33 ft. 10 in. The greatest distance the cricket ball was thrown was 102 yds. won by Corpl. Patterson, R. M. A. The numerous flags flying, bright uniforms of the military, the varied costume of the natives of India, and above all the presence of the excellent band of the 44th tended to make it quite a holiday scene, and a pleasant episode to the dull life we have led during the late wet weather.

THE RACES.

THE Autumn Meeting of the Shanghai Racing Club, long delayed on account of unfavourable weather, took place on the 15th and 16th instant, and proved, to our thinking, a more than ordinarily interesting and eventful one. It is true that the Galaxy of Beauty displayed by the Grand Stand was the most select that we have ever witnessed, but it is due to the Ladies to state that the spirited style of their betting amply compensated for their want of numbers. Gloves we now understand to be exploded as an article of female wagering; bonnets, hats, cigar boxes, fans, even umbrellas, rule the roast, and were lost and won, shall we say, most recklessly. As outsiders, the limited attendance of Ladies was the only thing we had to deplore. The weather was brilliant, while the crowd was diversified by many Military and Naval uniforms, and enlivened, thanks to H. M. gallant 44th, by the strains of a Military band. The racing stuff, also, (we speak as non-sporting men, and deprecate criticism, should we prove to be exposing our ignorance) was unusually good;—many of the horses and riders were new to the Shanghai Turf, the races were gallantly contested, and one in particular is best described by the old proverb that "there's many a slip 'twixt cup and lip." We allude to the race for the "Legation Cup;" "*Hopping Joe* was to all appearance coming in an easy winner, when *Spider's* jockey, who had throughout been by no means disheartened by apparent failure, but had kept as close to his adversary as possible, made a final push, and in the moment of victory snatched the prize from his seemingly too-confident opponent. The cup was gallantly won, and we congratulate *Spider's* owner both on its possession and on that of his horse. The "Arab Cup," we likewise learn, deceived the knowing ones. *Pailwan*, of whom great expectations had been formed, disappointed his backers, failing to put in an appearance at the winning post. For some detail of the other races we refer to the conclusion of this article. Those for ponies were well contested, and we opine that *Phantom* must have amply realized any shadowy expectations which his owner may have previously formed of him.

A reference to our columns of last May, will show that we characterised the Spring meeting as "very dull." It is with great pleasure, therefore, that we record the Autumn one as having been of a totally different nature; and even if no fresh blood be imported before the coming Spring we think that we already possess what enables us to anticipate good sport at the next races.

FIRST DAY.

The Woosung Stakes.—Widdicomb, 1; Felma, 2; Tariff, pulled up. Won by a head.

The Shanghai Cup.—Vanguard Bussell, Spider, and Pons Asinorum came to the post, Vanguard bolted, and nearly deposited his jockey in a ditch. Bussell tailed off and the race lay between Pons Asinorum and Spider, and was won by the former with comparative ease.

The Maiden Plate.—Phantom, 1; San-go-lin-sin, 2; Horse Marine 3; two lengths between the first and second.

The Arab Cup.—Shah, Druid, Pailwan, and Excelsior came to the post. The race was won with the greatest ease by Shah, Druid a bad second, and Excelsior nowhere, Pailwan broke down.

The Legation Cup.—Vanguard, Hopping Joe. Canrobert, and Spider started. Hopping Joe took the lead, and kept it till between the posts, when his rider's stirrup gave way, and Spider came up, and won by a head; Vanguard third, Canrobert fourth.

The Taku Cup.—Phantom, 1; Widdicomb, 2; Felma, 3; won easily.

The Hack Cup.—Young Notorious, Hackney, and Blue Ruin started, and ran neck and neck to camp corner, where Young Notorious went to the front, and won by two lengths; Hackney second, Blue Ruin a bad third.

SECOND DAY.

The Peh-tang Cup.—Phantom, 1; Pillicoddy, 2; San-go-lin-sin, 3; won easily.

The Veterans' Plate.—Vanguard, Spider, Canrobert, and Pons Asinorum came to the post. All got well away, Vanguard taking the lead, Canrobert second, Pons Asinorum third, and Spider last. This order was kept up to camp corner, when Pons Asinorum went to the front, and came in an easy winner, Vanguard a good second, Canrobert and Spider close up.

The Garrison Stakes.—Won by Shah, beating Excelsior by more than a distance.

The Hack Stakes.—Won easily by Hackney, beating Blue Ruin. Daisy also came to the post, but in consequence of her rider's stirrup breaking, in a false start, did not run.

The Challenge Cup.—Completed Phantom's many triumphs, again beating Pillicoddy and San-go-lin-sin easily.

The Consolation Stakes.—Won by Felma, beating San-go-lin-sin by a couple of lengths.

THE whole of the 44th Regiment embarked during the week on board the transport-ships *York* and *Athletæ* which were towed from Shanghai yesterday and will in all probability get to sea to-day.

The 11th Punjaub Regiment consisting of about 600 effective and healthy men now occupy the quarters in the city which the 44th have just left, and Pennycuick's battery—which will remain here for the winter—the Sin-ta-kee barracks.

WE have just received information that two private boats, which had been up the Yang-tsze-kiang on a trading voyage, were attacked by pirates on the 15th instant when returning to Shanghai. One of them was cut off and several of the crew were seen to jump overboard. The other boat got away clear and arrived here early this morning. The accounts are so conflicting that we abstain from further notice of them until something more reliable is obtained. An enquiry into the affair took place this forenoon at the British Consulate. H. M. S. *Pioneer* is gone up the Yang-tsze in search of the missing boat and to endeavour to capture the pirates.

DATES from Peking to the 2nd were received by the *Chusan* on the 14th. Lord Elgin was residing in the palace of the prince of I, which had been selected for the British Minister. There had been some delay on the part of the Chinese Authorities in giving publicity to the Treaty and Convention, but it was ultimately posted in various parts of the capital.

The army was to leave for Tien-tsin in the following order. On the 7th, Gen. Sir R. Napier with the 1st (Royals), 2nd (Queen's), 8th and 15th Punjaubees, Royal Engineers, Madras Sappers, Stirling's Battery of Royal Artillery. On the 8th, Gen. Sir Hope Grant, K. C. B., with the King's Dragoon Guards, Probyn's and Fane's Horse, Barry's and Desborough's Batteries of Royal Artillery, the 60th (Rifles), 67th and 99th Regiments of Infantry. The Royal Marines to leave Tung-chow with the last boats. 31st Regiment quartered at Ho-se-woo to leave with Sir Hope Grant. The march would occupy five days at least, the distance being 80 miles.

The Head Quarters and a large portion of the French had arrived at Tien-tsin. On passing through Ho-se-woo, on the march down, they had an affray with the town's people, about provisions, in which some of the latter were shot.

Mr. Bruce and suite arrived at Tien-tsin on the night of the 5th, and left for Peking at an early hour on the following morning. An express was sent on to inform Lord Elgin of his approach. He could not arrive, easily, until the 8th.

The *Chusan* brings a half battery of the Royal Artillery (3 9-pounders and a howitzer) with 68 non-commissioned officers and men under command of Major Pennycuick.

It was reported that H. M. S. *Chesapeake* would leave, shortly, for Hongkong, to be docked, and that the *Imperieuse* with a squadron under Rear Admiral Jones, would go over to Japan.

WE give below extracts from a letter from the Rev. I. J. Roberts, which may be of some interest in marking the operations of the Insurgents in the parts through which he appears to be travelling. It seems an attack on Chin-kiang-foo is contemplated by the Rebels, who were marching on it in some force. The occupation and successful retention of such places as this on the banks of the River Yang-tsze must soon tell with effect, for good or evil, on the Rebellion, as there is little doubt that foreign enterprise will soon be directed to that quarter and some understanding will have to be come to. We can scarcely think that if they are assembled in any great number, they will permit the passage to and fro of boats laden with merchandise, without endeavouring to levy some kind of impost, but which we shall not be justified in paying to any usurping power and as the Imperialists will be in the same neighbourhood a question will soon arise on the subject. In fact, if the Rebellion does not soon assume a more substantial form than it hitherto has done, and lose some part of its nomadic character, notwithstanding I. J. R.'s conviction that it will go on to consummation, it is not at all improbable that with the advantage afforded to Foreigners by the Treaty of Tien-tsin, of going into all parts of the country, collisions are almost sure to follow, and that consummation may be its utter downfall.

(For the North-China Herald.)

TAU YUNG, *Oct. 8th*, 1860.

MR. EDITOR.—This place is the capital of a district called A-Hin, about thirty miles from Chin Kong, called by foreigners Chin-kiang-foo, at the point where the Grand Canal crosses the Yang-tsze River, and about sixty miles from Nanking. We arrived here on the 7th instant, having left Soochow on the 4th. On the way we had little worthy of note; passed two, this making the third walled city since we left Soochow; all of which are garrisoned by the Revolutionists. When told in Soochow that Chung Wang had more than a hundred thousand soldiers under him I was at a loss to know where they were; but now I have no reason to doubt but he has more than that number, as these places and Soochow are garrisoned by them, while he is marching a large army of fifty or sixty thousand, they say, to attack and retake Chin-kiang-foo, which is now in the hands of the Imperialists. We saw a great number of them marching on their way as we came up. We found it to be a fact, in the temples on the way, and those I have seen in this city to-day, that the Revolutionists make havoc among the idols of past days. We here met another king, Chong Wong, from Nanking, who had come down to consult with Chung Wang—hold a council of war, I presume, in relation to the present expedition against Chin-kiang-foo. He also received me with the same courtesy and kindness by which I had been received by Chung Wang, and invited me to dine with him, which I did with pleasure. Having little or nothing to do to-day, Chung Wang kindly granted me a horse, conductor, and waiting man, to go around and take a good look at the city, before I proceed to Nanking, which is now called Teen-king; and as a borrowed horse rides free I went all over the city as near as I could, visited two or three temples, one ancestral hall, a pawnbroker's shop, and the places between. Found all in a sad condition, the idols broke down, and temples too outside of the city, the tablets in the hall, removed, shattered, forlorn, and the shop quite gutted of its many bright and costly robes. The original inhabitants, consisting perhaps of fifteen to thirty thousand, few are now here, but the place is garrisoned with some ten to fifteen thousand Revolutionists. The idea, while riding through this city and Soochow, kept running through my mind,—"The nation that will not serve Thee shall perish." This is literally fulfilled in this case, and the people seem mad on making their own destruction sure. Some cut their own throats, and others act as foolishly in fighting the Revolutionists, and making them cut their throats, when they would save them alive and protect them, if they would only act like people with half common sense, attending to their own business with quietness and prudence. But I verily believe, if it must take such a scourging as this to wean them from their idolatry, and break it off, the sooner they get it the better.

The flowery flag is quite popular up this way, most of the vessels trading with the Revolutionists, of whatever nation they be, carry it, as evidence of its popularity!

We speak of kings among the Revolutionists, but these titles are only about the same here as lords and dukes in England, and when one of them is commander-in-chief, as in the case of Chung Wang, of course it increases his power if not his dignity; as in the case of Lord Elgin when appointed Ambassador; but each is accountable to his own Queen or Emperor, as much as any other subject under like appointment. But as we are told in the Scriptures, that *kings* shall become nursing fathers in the Church of Christ, I would fain hope that these are the ones alluded to, and that that prediction will become as literally fulfilled as the destruction of their idols: nor do I think this improbable! And as to the revolution, I verily believe it will go on to consummation. If it be of God no device of man can put it down; if not, more than likely it would have gone down ere this! I. J. R.

CHINESE BLIND-POOR INSTITUTION.

To the Editor of the
North-China Herald.

Dear Sir,—Allow me to avail myself once more (and probably for the last time) of your friendly columns, for the purpose of communicating with the friends and supporters of the Institution for the Chinese Blind-Poor.

Mr. Roche and myself have simultaneously handed over our responsibilities to two gentlemen who will for the future receive and disburse the amount that may be subscribed for carrying on a branch of benevolent effort which has now been in successful operation for the last four years.

Our accounts have been regularly published from year to year; those for the past ten months and a half will be found below. Craven Wilson, Esq., has kindly consented to act as Collector for the Institution, and the Rev. D. D. Smith, will take my place as Trustee and Manager.

It would be doing violence to my own feelings if I should retrain from expressing on this occasion my sense of the kind and prompt response which I have—I may say, *invariably*—met to the various applications for assistance in carrying on benevolent operations among the Chinese, which I have addressed to the foreign Community of this place. On my part, I think I may claim to have been careful not to make any appeal except in cases where I felt sure the object was good, and the method satisfactory, and the disbursing agency both reliable and open to scrutiny. These conditions I have felt to be such as all contributors have a right to require; and when these were satisfied, I must bear my testimony to the fact that I have always found the Community here ready to meet any reasonable demands made upon their liberality. For this, as far as I myself have been concerned, and on behalf of those who have been aided through my instrumentality (particularly my especial clients, the Blind), I beg to return my sincere and grateful thanks to all friends and contributors.—I remain, dear Sir, very truly yours, E. W. SYLE.

Shanghai, 15th November, 1860.

Statement of Receipts and Disbursements, on account of the Chinese Blind-Poor Institution *from 1st January 1860 to date.*

1850.	*Receipts.*	Mex. $
Jan. 1	Cash in hand from 1859, ...	392.5.2
Nov. 14	Proceeds of Mats sold during the year, ...	88.7.0
„ 14	Subscriptions received by Rev. E. W. Syle............	24.0.0
„ 14	Subscriptions as per list, received by E. Roche, ...	531.4.8
„ 14	Donations as per list, received by E. Roche, ...	88.4.5
	Total,............	1,125.1.5
1860.	*Disbursements.*	
Jan. 31	Balance of expenses of 12th moon 8th year,............	62.3.7
Feb. 18	Expenses of 1st moon of 9th year,...	58.4.7
Mar. 26	„ „ 2nd „ „ ...	96.5.1
Apr. 21	„ „ 3rd „ „ ...	88.9.5
May 21	„ „ 3rd Intercalary moon,	86.0.5
June 18	„ „ 4th moon of 9th year,	77.0.0
July 16	„ „ 5th „ „ ...	81.0.0
Aug. 19	„ „ 6th „ „ ...	97.0.0
Sep. 17	„ „ 7th „ „ ...	63.0.0
Oct. 15	„ „ 8th „ „ ...	66.0.0
Nov. 12	„ „ 9th „ „ ...	77.0.0
„ 14	Balance in hand this day,............	271.8.0
	Total, ...	1,125.1.5

E. E.

Shanghai, November 14th, 1860.

Note.—The above balance transferred this day to the future Manager, and Collector, namely Revd. D. D. Smith, and Craven Wilson, Esq.

(Signed) EDWD. ROCHE.
„ E. W. SYLE.

JOCKEY CLUB LEGISLATION.

The meeting of the Jockey Club last week at Newmarket has resulted in resolutions which go far to prove that the regulation of the Turf may be safely left in the hands to which it has hitherto belonged. Three rules have been adopted which promise to do much to remedy the abuses lately complained of in the House of Lords, and notice has been given for the next meeting of a proposal which would carry the much-needed work of Turf Reform to a point which we had scarcely ventured to think possible. The first of these new rules relates to what may seem a slight, but is really a very important matter. An addition of 3lb. is to be made to the weight carried at the Derby, Oaks, St. Leger, and two or three other three-year-old races. At present the weight is 8st. 7lb., and it will in future be 8st. 10lb. The effect of this change will be that the best jockeys will be able to ride in these great races without making such painful and even dangerous efforts as they have often been obliged to do to bring themselves within the weight at which their competitors have been allowed to ride. It seems to be agreed that the limit of 8st. 7lb. stood just two or three pounds below the lowest point of weight which many jockeys found it possible to reach without impairing their strength, and even injuring their constitutions, by excessive wasting. A popular sporting writer, speaking of two celebrated jockeys, has put very forcibly the necessity for the change which has now been made:—

> In physical power, Marson was the strongest of the two, as he was always able, from his slight make, to ride 8st. easily; while Butler ought never to have gone to scale for some seasons before his death under 8st. 10lb., and wore and fretted himself away in getting off the other three pounds.

And he proceeds to say that had the new superseded the 8st. 7lb. rule, "which just crushes the heart out of many a jockey, we might, humanly speaking, have had Frank yet." It is not possible that the highest skill and experience should altogether counterbalance the loss of physical power and of steadiness of nerve produced by severe exercise and starvation. Some of the best jockeys either cannot ride at all in important races, or they do not ride so well as they would do if their energies were unimpaired; and sometimes their careers have been prematurely closed through the violent treatment to which they have subjected themselves at the opening of every season to get rid of the winter's growth of flesh. It is true that there have been and are many good jockeys, who, being very small and at the same time very strong, can ride easily at much less than the Derby weight, and who never throughout their careers are troubled with a pound of flesh that they need wish away. Thus we read, among the chronicles of bygone heroes, of Conolly and Paris, "who had immense practice, both being able to ride under 7st. 8lb.;" and of Johnny Gray, "who could always ride 6st. 8lb." On the other hand, we are told of Sam Day the elder, who was recalled from farming to the saddle, and for that purpose wasted from 11st. 6lb. to 7st. 12lb.; and of Sam Arnull, to whom "wasting was a sore burden," but who nevertheless "performed the unrivalled feat of knocking off 7lb. in a single day," to qualify himself for a much-coveted mount. Such things have been done in moments of enthusiasm, or at the bidding of inexorable necessity—for the jockey is apt to spend his money almost with the same speed at which he wins it—but they can scarcely be done without risk of impaired health and vigour, and of consequent poverty and even of untimely death. We have it on the authority of one who in his own line well understood horses and their management—we mean the elder Mr. Weller—that "width and wisdom always go together;" and it is probably true that the mysteries of steering either one or four horses over difficult ground only begin to be thoroughly understood as the progress of years is marked—or, in the undisturbed course of nature, would be marked—by a slight lateral development of the steersman's person. Hence, as the jockey's mental capacity for managing a great race grows, his physical inability to bring himself within the required conditions grows also, and he is pushed from his seat by younger men or boys, while the improvidence of his class too often causes him to feel acutely the force of Sir John Falstaff's wish that "his means were greater and his waist slenderer." But if we are right in thinking that many jockeys are like the famous Frank Butler, who could have ridden 8st. 10lb. without the disastrous consequences which resulted from going three pounds lower, the new rule of the Jockey Club will do much to secure to the most deserving men the mounts to which they are able to do the fullest justice. So far, too, as the change affects the horses, it will be in favour of the soundest and most valuable breeds, and a more searching test of the three-year-olds which run in the greatest races will certainly produce, in course of years, improvement in English horses generally, for which, in spite of some assertions to the contrary, we venture to think that there is ample room.

Another of the new rules provides that no horse shall carry in any race a less weight than 5st. 7lb. This is the same measure as was proposed by Lord Redesdale in the House of Lords, except that the *minimum* named by him was 6st. Its most obvious effect will be to prevent races being ridden by little boys, and this will be for the benefit of the boys themselves and also of all persons present on race-courses, who are not unfrequently in danger from the inability of weak children to hold in the horses upon which, perhaps, they can stick with admirable tenacity. But ardent humanitarians must not think that this new rule is pure gain to their cause, because, undoubtedly, if all horses were ridden by men, there would be much more punishment. Boys, however willing, are scarcely able to use the whip as it is sometimes used by a man who thoroughly understands its management. Of course, the objection to this law of a *minimum*, if carried further—and even at its present point—is, that it tends to discourage handicaps, and this is an objection which some persons would rather say is an advantage. But the betting world demands plenty of handicaps and full fields of horses, as furnishing the best opportunities for its speculations. Those who think that mankind grow more wicked as time advances will be prepared to learn that handicaps have increased enormously during the last thirty years. Those, on the other hand, who believe in the moral and material progress of the human race will be perplexed on finding that railways cause handicaps, and that handicaps tempt to gambling. One chief reason of the increase of this sort of races is undoubtedly the facility with which horses are now transferred from one course to another, and the opportunity which would be thus offered to a few first-rate horses to sweep away all the prizes in the country if weight-for-age races had been instituted in the place of all these handicaps. The object of handicapping of course is to equalize, as near as may be, the chances of horses of different degrees of merit, by weighting them according to their approved or supposed powers. If it be true, as is alleged, that the handicapper needs a range of five stone, the highest rate under the new law would be 10st. 7lb., and the owner of a first-rate horse on whom such a weight should be imposed would probably do well to refuse to run him. But even under the present system, the finest horses of their years do not often run in handicaps, and therefore at the top of the scale there would be no great loss, while at the bottom there would be a great gain, by banishing from the race-course a sort of flashy feeble animals which are a disgrace to it. If some of the speculators upon the performances of these useless creatures could be banished also, the respectability of the turf would gain by it. We conceive that this new rule, so far as it interferes with handicaps, interferes exactly where it ought. Light-weight racing is suited to the powers of the kind of horses which two-year-old racing is likely to produce. Thus the supporters of one part of a vicious system are also supporters of the other part. As the weights of handicaps are raised, breeders will find that forcing horses forward unnaturally does not pay them so well as it has been used to do; and if the pecuniary inducement to this forcing were diminished, the course of those who seek to abolish it would be free from difficulty. Such a body as the Jockey Club could not longer refuse action in a matter where the real interests of horse-racing, as well as the public advantage, so urgently demanded some attempt at remedying an enormous evil.

It is provided by another rule that, so far as the power and the example of the Jockey Club extend, the practice of running yearlings shall be abolished. No step has yet been taken to restrain the running of two-year-olds, but notice has been given for a future meeting of the Club of a resolution that no two-year-old shall run in any race before the Newmarket July meeting, and also that no two-year-old shall run in any handicap. Thus the education of the young horse will be prolonged some two or three months, and this period, brief though it be, will not be unimportant in the life of an animal whose most important business in the world has to be got through in about the same number of years. The exclusion of two-year-olds from handicaps is a considerable step in the direction of abolishing two-year-old running altogether. It is said that the void created at the Spring meetings by doing away with the two-year-old races must be supplied by offering prizes for older horses. We shall rejoice to see this done, and we trust that noblemen and gentlemen who run horses not so much to make money as to spend it in a splendid and popular way, will set the example of keeping horses in training to a later age than is now usual, or would be exactly convenient to those who look to horse-breeding for their livelihood. If the course of reform now entered on be steadily persevered in, we confidently predict that the country will hereafter get a much better return than it now does for the vast sums lavished upon horse-racing.—*The Saturday Review*, July 14.

H. B. M. CONSULAR COURT, FOOCHOW.

Particulars of Appeal against the Decision given on the 17th March, 1860, in a Consular Court held at Foochow in the Case of

Keen-show and Others
versus
Thomas Lancaster Larken.

(Continued from No. 536.)

The Defendant appeals from the decision of the Consular Court on the following grounds:

1. The joining together 12 Plaintiffs whose interests are all separate and distinct.

2. The unusual manner in which the evidence of the Plaintiffs was given, both before and after that of the Defendant.

3. That the decision is contrary to Law.

4. That the decision is against the Evidence.

5. The admission of improper evidence, e. g. rumours as to what price chops of tea had been sold at.

6. The introduction of a totally immaterial issue, whether the broker Acum had been removed surreptitiously by the Defendant.

First. Although the Heading of the Consular Decision mentions only 11 Plaintiffs, yet from the evidence it would appear that 12 so-called Plaintiffs were actually examined, to say nothing of a partner of the 2nd Plaintiff, viz: Wo-hang-hwa, who had some share with the third Plaintiff. Now considering that at least 12 different interests in tea contracts, all arising under different circumstances, are thus mixed up together in one common mass, it is impossible to conceive a better method of preventing a Consul and his Assessors from arriving at a proper decision.

It is not the case that 12 doubtful claims will make a good one, but on the contrary, it might well happen that some of these men might have good causes of action against the Defendant, whilst the others have nothing to rely upon, and yet they are all included in one common decree, which must stand and fall by itself. The Defendant's case is most prejudiciously affected by this congeries of cases, for, unless the Consul, by a most careful summing up, dissected each case, and shewed his assessors what were the merits or demerits of each, the assessors and the Consul might naturally fall into the error, that, because one of these claimants ought to obtain a verdict, the rest were equally so entitled.

It is therefore most confidently submitted that on this ground alone the Consular decision cannot be supported, and it must be at least remitted for the separate consideration of each claim.

2. In all cases it is highly dangerous to depart from the usual practice in English Courts of Justice, whether Consular or otherwise, of making the Plaintiff complete his case before putting the Defendant on his disproof; but in Chinese Cases to act otherwise is simply absurd; for with a people so devoid of truth the evidence will at once be changed to suit any immediate purpose. This fact is strikingly illustrated in the present case. The Consular Court, thinking it would not be necessary to examine any more of the Plaintiffs called upon the Defendant. It is almost impossible to believe that this was not done inadvertently, considering that only two of the Plaintiffs had then been examined, that the interest of the other ten were entirely disconnected from theirs, the facts entirely different, and the value of the result ultimately arrived at can be well ascertained from an enquiry commenced in this easy-going style. When the Defendant's case has entirely upset that of the two first Plaintiffs, the Court then calls upon the reserve of Plaintiffs, and they answer boldly to the call, for, finding what kind of evidence is wanted, they supply it *ad libitum;* having seen books signed through a door; knowing the E-ho hong to be one and the same with Acum; knowing Acum to be compradore to the E-ho hong; and other flights of fancy which had not previously been attempted, but which appear to have had due effect with the Consul and his assessors. Upon this ground also it is submitted the decision cannot stand. The Superintendent of Trade is unable to pronounce how far this evidence, let in at an improper time, has caused the decision complained of, and therefore the parties should be put in a proper position.

3. If the Consular Court at Foo-chow-foo is to follow the 3rd of the regulations notified by Mr W. H. Medhurst, 20th October, 1853, and as far as it is practicable, conform its decisions by the principles of English Law, it is impossible that the decision now under appeal can be sustained. The question at issue is simply this; who is liable for tea purchased of the teamen through Acum? Is it Acum or is it the Defendant? It is universally admitted that Acum was the direct purchaser, it is proved by the Defendant that he paid Acum in full, and only one of the Plaintiffs seems inclined to contest this point. Therefore either the teamen must lose the price of their tea, or the Defendant's employers, Jardine, Matheson & Co., must pay for it twice over, once to Acum, and the second time to the teamen. The rule of law can hardly be better given than in the précis of Paterson *v.* Gandetequi, 2 Smith's Leading Case, 272:

"If the seller of goods, knowing at the time that the buyer, though dealing with him in his own name, is in truth the agent of another, elect to give the credit to such agent, he cannot afterwards recover the value against the known principal: but, if the principal be not known at the time of the purchase made by the agent, it seems that, when discovered, the principal or the agent may be sued at the election of the seller, unless where by the usage of trade the credit is understood to be confined to the agent so dealing."

It cannot be doubted that every one of the Plaintiffs knew that Acum was buying for E-ho, and in fact that is part of their case; and is it any more dubious that by one and all of them the credit was in the first instance given to Acum, that they looked to him for the payment, and that it was not until after the 5th March, when Acum had disappeared, that one and all of them thought that E-ho was the proper party to pay? Moreover, if additional strength was required to the Defendant's case, what is the usage of trade at Foo-chow-foo with regard to the credit being given to the foreigner or the broker? It is conclusive as regards the latter. If therefore English law is to be the guide with regard to the present case, the Consular decision is wrong in law, and must be reversed.

4. It is very difficult to understand how the Consular Court arrived at the decision complained of, if it confined itself to the evidence before it, and was not influenced by feelings more than facts. The evidence as to the point really at issue is almost uni-lateral; that of the Plaintiffs consisting entirely of their own assertions, that of the Defendant being as strong as could be desired, and, supported in a remarkable manner by the testimony of disinterested witnesses.

There were fourteen Chinese witnesses called for the Plaintiffs, all of these being Plaintiffs themselves, or interested jointly with them: not one of them had any proof of having entered into any contract with Acum; several of them did not even produce receipts to prove that they had ever delivered any teas; they produce no evidence to prove the price at which they sold the teas to Acum, beyond that somewhat unusual one in a Court of Justice, common report; they all admit that they knew the teas were bought for E-ho hong; with one exception, that of Wang-show-kew, not a payment was proved to have been made by the E-ho hong, or any body but Acum, and in this one instance the payment, a small one of 600 taels, was made in consequence of a personal guarantee by the E-ho compradore, Awai. There are numerous assertions as to Acum being the servant of E-ho hong, the compradore of E-ho hong, but not a single fact is adduced in support.

Contrast the Defendant's case with this:

He and the servants of his establishment prove incontestably that Acum was the only man known in the purchase of these teas; that Acum was paid for them, and that no communication, direct or indirect, was held with the teamen until Acum had left. Messrs. Forster, Arthur Smith, Vaughan, and Innes, thoroughly disinterested witnesses, establish the existing custom at Foochow with regard to Tea Sales, as being a knowledge only of the broker and a payment to him, and to him alone, without regard to his position to third parties: this evidence of foreigners is thoroughly backed up by that of Chinese in the same trade. Alum and Punqua, two of the best known brokers in the place, not only disprove the fact of Acum having been, according to the Plaintiffs' petition and evidence, a mere servant of the E-ho hong, but confirm the evidence of the foreigners as to the teamen being always in the back-ground, and the broker the ostensible purchaser, the man to whom both foreigner and teamen look, the one as the recipient, the other as the paymaster of the price of the teas. What interest could induce Punqua to assert so plainly as he does that the hong would be clear in a case like the one then under investigation, when the man to whom the teaman has given credit has absconded? But it is surely unnecessary to dwell any longer on this topic: it is hardly to be supposed that upon the comparison of the evidence on both sides, any doubt can remain on the mind of the Superintendent of Trade, but that the Consular Court must have lost sight of the real issue they had to determine, and have reached their conclusion by a bye-road.

5. To go to the public rumour of the tea market as a means of proving the price at which the Plaintiffs sold their teas to Acum is so patent an absurdity as hardly to require exposure, but such a departure from the ordinary rules of evidence must be, it is conceived, fatal to the present decision, for it is not an error from the strict technical confines of law, but a sin against common sense.

6. It is not to be doubted that the Consular Decision was based almost entirely on an immaterial issue, and because the Defendant co-operated in the departure of Acum from Foochow, therefore the employers of the Defendant, Jardine, Matheson & Co., are to pay the teamen an amount for which that firm would not have been liable had Acum remained. But, if the evidence be closely examined, the conduct of the Defendant was in no way injurious to the teamen, they were in no way damnified, all their loss having accrued before; and in reality there is no proof that the Defendant knew that Acum had in any way defrauded the teamen, or was under more than a temporary pressure. But however this may be, whatever may or may not have been Defendant's conduct on the 3rd March, that can in no way affect the question, to whom did the teamen originally give credit, being aware that the teas they sold were purchased by Acum for E-ho hong? The Consul and his assessors may be of opinion that the Defendant acted imprudently, wrongfully, even illegally, in giving a Chinese, long known to him, shelter for a time when under pecuniary difficulties, but this conduct of his had nothing to say with the case before them: if the teamen have been injured in Law, they may have a legal remedy and sue the Defendant in damages, but this is a far different question from pronouncing a decision equally at variance with law, evidence, custom, and common sense.

The shortness of the time afforded for supplying the reasons against a Consular decision, 15 days, prevents the proper elaboration of the arguments in a case like the present; but it is confidently submitted to the Superintendent of Trade, that upon all the grounds herein alluded to, the decision now under appeal cannot be supported.

Foochow, 2nd April, 1860.

(Signed) THOS. L. LARKEN,
Defendant.

True copy,
W. H. Medhurst.

Counter Statement of Respondents in cause of Keenshow and Others versus T. L. Larken.

Foochow, *10th April*, 1860.

Her Majesty's Consul has endeavored to explain to us the grounds on which the Defendant, in the cause lately tried of ourselves, *versus*, T. L. Larken, appeals against the decision to Her Majesty's Chief Superintendent of Trade at Shanghai, but being unacquainted with the necessary formalities of English Law on which the Appellant mainly bases his objections, and being without the means of drawing up a Counter-statement such as is declared to be requisite in a case of appeal, we beg one and all to leave our case in the hands of Her Majesty's Consul, whose decision we consider just and right in every particular: and we therefore sign this paper in the English language, the purport of which has been duly explained to us.

(Signed in Chinese) Keen-show, (monogram)
„ E-tae, „
„ Heeh-tai, „
„ Yuey-mow, „
„ Hung-hing, „
„ Shing-ta, „
„ Chang-tai, „
„ Sin-ho-tsun, „
„ Tai-le, „
„ Fuh-lai, „
„ Tung-yih, „
„ Yung-chang, „
(Signed) W. C. Milne,
Interpreter.
True copy,
W. H. Medhurst.

Statement *of the Grounds on which the Consular Decision was given in the Cause of Keenshow and others* versus *T. L. Larken.*

Appellant T. L. Larken.
Respondents Keenshow and others.

In this case the Respondents, who were tea-warehousemen and teamen, brought an action to recover from the Appellant Mr. T. L. Larken, Agent of Messrs. Jardine, Matheson & Co., the price of 5,765 peculs of tea, alleged to have been furnished through the medium of a Chinese broker, named Acum, since absconded. I will first proceed to narrate the facts of the case as deducible from the evidence, and then state the grounds on which the Court gave their decision, after which I will add a few remarks in answer to the Appellant's statement.

The facts of the case are these. The Chinese named Acum was in business here as a broker, and he appears to have been considered by such of the foreign community as were questioned on the subject, a favorite medium with the Appellant in the settlement of his teas, whilst the Respondents declare that since the commencement of the Chinese New Year he has been the Appellant's special agent for this purpose. The Appellant's own witnesses admit to his having been constantly about the hong, one of them especially declaring that the man was particularly employed by the Appellant. At the end of last year Acum owed the Appellant's house $8,027:31 cents, and towards the close of the Chinese year he received a further advance of $21,245:30 cents, on the understanding that he should supply some cheap teas in return for cash payments. He failed to do so; and the Appellant having meanwhile received orders to square off Acum's account, and having been instructed independently of this order to procure more teas, he made arrangements with Acum, notwithstanding the first order, and his own doubts of the man's solvency, to purchase for the house a quantity of tea to fully four times the value of the debt and advance combined, placing in his hands for this purpose, as the appellant states, cash and drug on account to the value of $31,712:22 cents. This transaction took place between the 20th January and the 26th February, and the rates at which the teas were settled with Acum, as exhibited in the appellant's contract-book, were below those then ruling in the market for cash; Acum's settlements with the Respondents, taking their account, being at the same time made at higher rates than those then previously ruling, but at an advance not by any means greater than what would naturally be induced in this market by the simultaneous purchase of so large a quantity of tea, and not so great as to give the Respondents any reason to suppose the transaction was not in order. The settlement had at any rate the effect of raising the market upon other buyers, and they have had to pay proportionate prices ever since. On or about the 26th February the whole of these teas had been delivered at the Appellant's hong, the Respondents taking the usual receipts, (except in two cases hereafter explained) from the godown-keeper, and being told, as they state, to come for payment on the 5th March.

The 5th March was the date at which the steamer *Peiho* was at that time expected on her way down to Hongkong, and on the 2nd the Appellant hastily settled accounts with Acum, a most suspicious circumstance, when taken in connection with what afterwards followed. The settlement was effected by a payment of drug and cash to the value of $50,362:19 cents which the Appellant says was handed to Acum in two separate instalments, namely: one in the morning (of the 2nd) of $27,125, and the other in the evening of $23,237:19 cents, and the account appears to have been squared in such a hurry that, as the Appellant admits, he paid Acum $1,314:22 cents more than he had intended. The latter of the two sums ($23,237:19 cents) Acum asked the Appellant to keep for payment to Ahee, a servant of the house, which he promised to do; but suspecting, as he says, something wrong, he sent the amount in cash on board the *Mahamoodie*, the receiving-ship of the house, with directions to the master to keep it there to his order. The Appellant, in taking over this sum, did not give any acknowledgement for its receipt, nor does it appear that Acum asked for one, although he had given the shroff (the Appellant states without his knowledge) formal receipts for both this sum, and that paid in the morning. The shroff on being questioned, as to his reason for taking such formal receipts, when not ordered so to do, and when, as the evidence shewed, it was not customary to be thus particular with Acum, declared, that he took the precaution, because he suspected all was not right with the man.

The settlement of accounts having been effected, the Appellant allowed Acum on the 4th March, (the *Peiho* being then expected on the 5th, as before mentioned), to take refuge with his family on board the *Mahamoodie*, at Pagoda anchorage, although by his own shewing he knew at this time that Acum was in difficulties, and wished to be out of the way for awhile, and that three of the sums placed to Acum's debit on account of these teas, namely, $8,027:31 cents, $21,425:30 cents and $23,237:19 cents had not reached the Respondents. The shipment of Acum took place moreover after dark, in an armed house-boat, with an officer in charge, under precautions in fact, however incidentally used, such as are generally taken when opium and treasure are under transit to and from the town; and when the party reached the vessel, they were accommodated with the cabins set apart for foreign visitors. The officer in command had likewise instructions by letter to receive and keep Acum as long as he wished to stay, and, although he does not appear to have had orders to prevent his removal, yet, as he clearly admits, any attempt of the kind, without proper authority, would have been resisted.

On the 5th of March, the Respondents applied as directed, at the Appellant's hong for payment, and being told that Acum had received it and absconded, they at once lodged at the Consulate the plaint on which the action was founded. The Appellant, professing now to become acquainted for the first time with *the extent* of Acum's liabilities, went on board of the *Mahamoodie* on the evening of the same day to see Acum, the *Peiho* having meanwhile been circulated to leave on the 6th. He then learnt from Acum, he states, that the morning payment of 2nd March of $27,125 had likewise not reached the Respondents, but had been paid to a broker named Yungkee, in liquidation of an old debt, so that, even presuming that the advance of $31,712:22 cents had been handed over to the Respondents, a very improbable thing under the circumstances, they had then received, to the appellant's knowledge, but that portion out of the whole price of their teas. He nevertheless failed to see the necessity of at once ceasing to afford Acum further shelter, but, to save himself, (as he says,) he required Acum to write and sign after-entries on the Contract-book, to the effect that the teas therein noted had been furnished by himself, and also to give him two documents, one shewing the total amount of teas delivered and monies paid, and the other conveying an acknowledgment of the account closed. Acum, probably misunderstanding his meaning, gave him a duplicate receipt in full of all demands on account of these teas, which was post-dated to the 2nd March, and in which no mention was made of the outstanding receipts in the shroff's hands taken on that date, (although one of these purported to be for balance of account); nor yet of the cash which had been returned for A-Hee; nor of the overpayment which had occurred.

When the Plaint of the Respondents reached me, I sent for the Appellant to enquire into the particulars of the dispute, and recommend amicable arrangement, as I am in the habit of doing, before allowing a case to come on for trial. He then assured me that Acum was a mere general broker; that he had been paid all monies due on the teas which were the subject of the plaint, and

☞ See Supplement.

STANDING ORDER No. 63.

Hydrographical No. 17.

Coromandel, at Tien-tsin,
18th October, 1860.

Having received information that ridges of sand are formed with shoal water of only 2 & 3 fathoms on them, in the Meridian of 122° 17′ E. Longitude, and between the Parallels of 32° 30′ and 33° 21′ N. Latitude.

Captains and Commanders of H. M. Ships and Masters of Hired Transports, are hereby cautioned against standing so far to the Westward, in making the passage between the Yang-tse-kiang River and the Shangtung Promontory.

(Signed) J. HOPE,
Vice-Admiral,
and Commander-in-Chief.

To the Captains, Commanders and Commanding Officers of H. M. Ships and Vessels, and the Masters of Hired Transports, &c., &c., &c.

NINGPO SHIPPING LIST.

Nov. Arrived.
4—Anr, (Ham. sh.), Bruhn, Hongkong.
4—Faust, (Ham. schr.), ——, Tamsui.
7—Zingari, (Br. str.), Byrne, Shanghai.
10—Kestrel, (H. M. Gun-boat), Huxham, do.
11—Queen of May, (Br. bq.), Frazer, Shanghai.

Nov. Departed.
6—Typhoon, (Pruss. bg.), ——, Chinchew.
10—Zingari, (Br. str.), Byrne, Shanghai.
11—Caroline, (Ham. bg.), Rhode, Macao.
12—Faust, (Ham. sch.) ——, Shanghai.

Vessels in Harbour.

Siwa, (Dan. bq.), Hafis, (Ham. bq.), Kim-ho-kun, (Br. bq.), San Juan, (Siam. bq.), Snipe, (Br. bg.), Gazelle, (Br. sch.)

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Books received last mail.

500—Wellington's Supplementary Despatches, 6th vol.
740—History of England from 1713 to 1783, by Lord Mahon, 7 vols.
1200—Olyphant's Patriots.
1201—Spanish Campaign in Morocco. Hardman.
1202—Indian Campaign, by Generals Rose and Stuart.
1978—Tom Brown's School Days.
1979—The Woman in White. Novel, 3 vols.
2600—From Hay-time to Hopping.
2607—Captain Brand of the *Centipede.*
2608—Welcome Guest, 1st vol.
2701—Curiosities of Civilization. A Wynter.
2702—Ethica. A. L. Windsor.

Shanghai, 1st November, 1860.

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LEA & PERRINS' CELEBRATED WORCESTERSHIRE SAUCE imparts the most exquisite relish to every variety of Dish, and, by its tonic and invigorating properties, enbles the Stomach to perfectly digest the food. The habitual use of this Sauce has been found most conducive to health.

Sold by the principal dealers in Sauces universally. Wholesale and for exportation by the Proprietors, Lea & Perrins, 68, Broad Street, Worcester, and 19, Fenchurch Street, London, Also by Crosse & Blackwell, and other Oilmen and Merchants, London

SHIPPING INTELLIGENCE.

ARRIVALS.

Date.	Vessels.	Flag & Rig.	Tons	Captain.	From	Sailed	Cargo.	Consignees.
Nov 10	Melita	A. schr	198	Stratton	Ningpo	Nov —	Tea, &c.	Wm. Pustau and Co
.. 11	Oriental	B. bark	500	Macey	Swatow	Oct 22	Sugar	Wetmore, Williams & Co
.. 11	Eva	B. bark	312	Scott	Kanagawa	.. 29	Sundries	Dent and Co
.. 11	Keepsake	B. bark	330	Venus	do	.. 31	do	Dent and Co
.. 11	Kinnaird	B. bark	555	Stephen	New Zealand	Sept 7	Iron, &c.	James Hooper
.. 11	Zingari	B. str.	99	Byrne	Ningpo	Nov 10	Sundries	Jardine, Matheson & Co
.. 14	Amelie	Fr. ship	679	Argamania	Peiho	.. 4	Guns	H I M Government
.. 14	Star King	A. bark	428	Smith	Hakodadi	Oct 29	Sundries	Lindsay and Co
.. 14	Chusan	B. str.	750	Beazley	Peiho	Nov 9		Chartered by H M Govt
.. 15	Neva	B. schr	133	Waller	Kanagawa	.. 1	Sundries	Gibb, Livingston & Co
.. 15	Amelie	B. bark	400	Roberts	Ningpo	.. 10	Tea, &c.	A. R. Tilby
.. 15	Ningpo	B. bark	390	Wnvargen	do	.. 11	do	A. R. Tilby
.. 16	Rapid	Da. sh	856	Miller	N'castle N.S.W.	Oct 1	Coals	Order

DEPARTURES

From Woosung.

Date.	Vessels.	Flag & Rig.	Tons	Captain.	Destination.	Cargo.	Despatched by
Nov 8	Moneka	A. bark	462	McCaslin	Fuchau	Sun., &c.	Augustine Heard and Co
.. 10	Fama Filipina	Sp. sh.	800	Gana	Amoy & Man.	Silk, &c.	Wm. Pustau and Co
.. 12	Revere	A. ship	735	Recko	Hkong&W'poa	Sun., &c.	Frazar and Co
.. 12	Riccardo Schmidt	Ital. sh	680	Cassanova	Hongkong	do	Wm. Pustau and Co
.. 13	Mary R. Mitford	B. bark	519	Leadley	Fuchau	do	A. R. Tilby
.. 14	Eva	B. bark	312	Scott	Hongkong	Sundries	Dent and Co
.. 14	Zingari	B. str.	99	Byrne	Ningpo	Sun., &c.	Jardine, Matheson and Co
.. 15	Queensberry	B. ship	635	Heffernan	Amoy	do	Smith, Kennedy and Co
.. 15	Fanny McHenry	A. ship	1237	Smith	Hkong&W'poa	do	Augustine Heard and Co
.. 15	Elizabeth	B. schr	146	Williams	Ningpo	do	W. R. Adamson and Co
.. 15	Henry Ellis	B. ship	412	Baillie	Kanagawa	do	David Sassoon, Sons and Co
.. 15	Melita	A. schr	198	Stratton	Ningpo	do	Wm. Pustau and Co
.. 16	Daniel Webster	A. bark	273	Stannard	San Francisco vid Kanagawa	do	Frazar and Co
.. 16	Alma	Fr. bk	378	Candelot	Pondicherry	Ballast	Vaucher, Frères
.. 46	Horizon	A. ship	1666	Reed	Hongkong	Sundries	Russell and Co
.. —	Shanghai	B. str.		Townsend			Chartered by H I M Govt

SHIPPING IN HARBOUR

And at Woosung.

MERCHANT VESSELS.

Vessels.	Date of Arrival	Flag & Rig.	Tons	Captain.	Consignees.	Destination.	Intended despatch
Aerolite	Sept 28	B. ship	911	Alleyne	Smith, Kennedy and Co	London	Early
Amelie	Nov 15	B. bark	400	Roberts	A. R. Tilby		
Amelie	Nov 14	Fr. sh.	679	Argamania	H I M Government		
Argus	Nov 5	Ha. bg	174	Mortensen	Wm. Pustau and Co		
Armistice	Oct 4	B. bark	358	Richardson	Harkort and Co		
Athletæ (31)	Sept 3	B. ship	975	Potter	Chartered by H M Government		
Bertha Kohn	Nov 6	Ha. sch	148	Schulz	Wm. Pustau and Co	Swatow	Early
Cæsar	Nov 3	Ha. bk	298	Sturzo	Wetmore, Williams and Co.		
Carrie Leland	Nov 2	A. bark	316	Smith	Bower, Hanbury and Co.		
Celerity	Sept 14	Sia. bk	210	Ingram	A. R. Tilby		
Celestial	Nov 8	B. ship	494	Brait	A. R. Tilby		
Deux Jumeaux	Aug 29	Fr. sh.	533	Bernard	Vaucher, Frères	Hongkong	
Eamont	Nov 2	B. schr	120	Oliver	Dent and Co	Ningpo	cld 12th
Egmont	Oct 24	B. ship	668	Gibson	W. R. Adamson and Co		
England	Oct 31	B. str.	746	Dundas	Lindsay and Co	Kanagawa	Imdt.
Europe	Nov 3	Fr. bk	545	Darin	Dimier, Brothers and Co		
Fathe Shah Alum	Sept 19	B. ship	819	Sheppard	Order		
Florence	Sept 24	A. ship	1045	Wadsworth	Russell and Co	New York	
Formosa	Oct 29	B. str.	450	Browne	W. R. Dalziel, P. and O. Agent	Hongkong*	22d inst.
Greifswald	July 13	Pru. bk	452		Siemssen and Co		
Horatio	Oct 8	A. ship	460	Palmer	Bull, Purdon and Co		
Johanne Kalkmann	Nov 5	Ha. bk	226	Roper	Siemssen and Co		
Kate Hooper	Oct 7	A. ship	1488	Johnson	Frazar and Co	Amoy & Hkong	cld 16th
Keepsake	Nov 11	B. bark	330	Venus	Dent and Co		
Kimbongseng	Sept 16	Sia. bk	300	Christian	A. R. Tilby	Swatow	Early
Kinnaird	Nov 11	B. bark	555	Stephen	James Hooper		
Lebanon	Sept 29	A. ship	696	Hamilton	Olyphant and Co.		
Leontine	Sept 27	Sia. bk	290	Schwertzer	A. R. Tilby	Swatow	Early
Lucky Star	Aug 24	Sia. bk	400	Klappoth	A. R. Tilby	Swatow	Early
Magnolia	Sept 28	A. ship	648	Hunt	Russell and Co		
Main	Sept 28	Ha. sh	802	Haack	Wm. Pustau and Co	Hongkong	
Mary & Louisa	Nov 2	A. bark	496	Jones	Russell and Co	Kanagawa	cld 15th
Merse	Oct 18	B. ship	628	Moore	Jarvie, Thorburn and Co	Fuchau	Early
Nabob	Sept 28	A. ship	1245	Baxter	Russell and Co		
Neva	Nov 15	B. schr	133	Waller	Gibb, Livingston and Co.		
Nimrod		B. bark	284				
Ningpo	Nov 15	B. bark	390	Wnvargen	A. R. Tilby		
Ocean Queen	Sept 3	Sia. sh	600	Jensen	Bower, Hanbury and Co		
Oriental	Nov 11	B. bark	500	Macey	Wetmore, Williams and Co.		
Overmann	Nov 3	Da. bk	290	Gottsche	Wm. Pustau and Co	Fuchau	Early
Persia	Oct 28	B. ship	661	Parnall	McKenzie and Co	Amoy	
Podesta	Nov 3	Ha. bk	346	Angelbeck	Siemssen and Co		
Prince Regent	Sept 16	B. bark	582	Sack	A. R. Tilby	Amoy & S'pore	Early
Rapid	Nov 16	Da. sh	856	Miller	Order		
Rosa Droubet	Aug 12	Fr. sh.	475				
Rover	Nov 6	A. bark	358	Draper	Wetmore, Williams and Co.		
Royal Saxon	Nov 5	B. bark	510	Livingston	Russell and Co		
Sea Forth	Aug 21	Sia. bk	300	Cameron	Bower, Hanbury and Co.		
Senator	July 13	N.G. bk	280	Slocombe	Lindsay and Co		
Sir Isaac Newton	Nov 5	B. bark	406	Pirouet	Wm. Hargreaves		
Snow Squall	Nov 5	A. ship	742	Loyd	Ullett and Co		
Solent	Sept 27	B. ship	732	Passmore	Fletcher and Co	London	23d inst
Star King	Nov 14	A. bark	428	Smith	Lindsay and Co		
St. Louis	July 1	A. str.	700	Hutchison	Wetmore, Williams and Co.		
Swordfish	Sept 7	A. ship	1035	Crandall	Olyphant and Co.	New York	
Ta Yung	July 9	B. str.	124	Filleul	Shaw, Brothers and Co	*Tug*	
Troy	July 31	A. ship	663	Eagleston	Russell and Co		
Tung Yu	Oct 17	B. ship	1136	Taylor	Shaw, Brothers and Co	London	
Vater Grunner	Nov 9	Bre. bk	306	Reher	Harkort and Co		
Venezuela	Nov 5	Ha. bk	338	Roth	Wetmore, Williams and Co.	Hongkong	Imdt.
Undine	Oct 29	B. str.	143	Minto	Dent and Co	*Tug*	
Wandering Jew	Aug 24	A. ship	1130	Stackpole	Frazar and Co		
White Falcon	Aug 7	A. ship	1372	Drummond	Russell and Co		
York (72)	Aug 31	B. ship	939	Redpath	Chartered by H M Government		

[64 *Merchant Vessels.*] * At day-light with the Mails for Europe.

SHIPS OF WAR IN HARBOUR & AT WOOSUNG.

Names	Class	Guns	Tons	Crew	Commander	Horse-power
Centaur	H M st-sloop	6	..	..	Elphinstone D'O D'A Aplin	540
Chusan (B. str.)	chd. by H M govt	..	750	..	Beazley	..
Nimrod	H M dispt-boat	6	..	..		180
Pioneer	H M sc-st-sloop	6	..	..	H. A. Reilly	350
Forte	H I M frigate	..	..	..	Butel	..
Hongkong	H I M steamer	..	..	..	de Montpezat	..
Saigon	H I M st-aviso	..	..	..	Lieut de Vautré	..

VESSELS EXPECTED.

From *London*—Excelsior, 14th May; James Lemon, 15th June; Juanpore, 19th do.; Sea Park, 21st do.; Kent, 13th July; Japan, 1st Aug.; and Harkaway, 30th do.

Liverpool—Polynesia, 7th May; Queen of the Seas, 9th do.; Franziska, (put back), Sillery, 11th do.; Hesperus, 31st do.; Spiridion, 9th June; Connecticut, 15th do.; Queen of England, 21st do.; Vision, 22d do.; America, 3d July; Spray of the Ocean, 5th do.; Greyhound, 8th do.; Aalotar, 18th do.; Geo. West, 10th Aug.; Benares, and Constance, 23d do.

Cardiff—Gharra, 22d May.; Theodore Dill, 21st June; Adalator, 8th Aug.; and Juliana, 14th do.; Cornelius, Sept. 5th; Anna Maria, 6th do.

Plymouth—Bucephalus, 8th June. *Queenstown*—Dora, 7th July; Victor Emanuel, Aug. 31st.

Shields—Britannia, 28th July; Rosina, 27th Dec.; and Cleveland.

Gibraltar—Energy, Aug. 14th.

New York—Western Continent, 7th June.

ARRIVAL OF THE MAILS.

		Jany.	*Feby.*	*March*	*April*	*May*	*June*	*July*	*Augt.*	*Sept.*	*Oct.*	*Nov.*	*Dec.*
1850		7	13	6	5	3 & 24	24	24	15	28	22	24	29
1851		none	1	7	2	1 & 30	24	20	17	28	31	none	3
1852		6	9	2	27	19	15	15	14	13	26	19	24
1853	Monthly	26	20	19	19	30	20	27	17	18	22	24	22
	bi-monthly	—	—	—	19	3 & 30	none	3 & 29	none	9 & 28	none	10	20
1854	Monthly	28	25	none	11 & 20	17	22	18	17	25	27	28	none
	bi-monthly	15	7	9	5	12	8	6	4	8 & 28	none	18	22
1855	Monthly	16	none	3	none	—	—	—	—	—	—	—	—
	bi-monthly	16	8	11	13	5	4	2	5	4	4	8	13
1856	Monthly	11	8	19	9	7	1	3	3 & 6	7	8	13	9 & 10
	bi-monthly	—	—	—	—	21	23	21	15	28	28	27	none
1857	Monthly	4	11	5	7	6 & 30	—	14 & 27	—	1 & 29	—	3 & 30	—
	bi-monthly	—	2 & 23	—	2 & 25	21	21	14	12	18	28	24	—
1858	Monthly	3	16	8	5	2 & 28	24	28	26	25	31	30	—
	bi-monthly	1 & 25		24	—	2 & 12	12	12	11	14	15	17	16
1859	Monthly	1	3	8	2	1 & 26	—	29	28	26	29	—	5 & 31
	bi-monthly	21	17	23	15	14	12	15	12	15	15	22	22
1860	Monthly	..	3	2 & 31	29	..	27	28	25	25 & 26	27 & 29	..	..
	bi-monthly	20	15	17	17	14	..	11 & 12	17	12 & 17	14 & 17	..	..

COMPARATIVE STATEMENT *of the* EXPORT *of* TEA *and* SILK *from* SHANGHAI.

Year ending 30th June,	*Total Black*	*Total Green*	TEA *Total Pounds*	SILK *Total Bales*
1844-45,			3,800,627	6,433
1845-46,			12,459,988	15,192
1846-47,			12,494,140	15,972
1847-48,			15,711,142	21,176
1848-49,			18,303,074	18,134
1849-50,			22,363,370	15,237
1850-51,			36,722,540	17,243
1851-52,			57,675,000	20,631
1852-53,			69,431,000	28,076
1853-54,			50,343,847	58,319
1854-55,	45,385,616	34,835,429	80,221,145	53,965
1855-56,	29,115,273	30,184,693	59,299,966	57,463
1856-57,	12,470,686	28,443,704	40,914,390	92,160
1857-58,	23,978,114	25,988,527	51,317,003	66,391
1858-59,			39,135,939	85,970
1859-60,	25,663,666	27,800,105	53,463,771	67,874

	TO GREAT BRITAIN, *(direct)*, HONGKONG *and* PORTS BEYOND.				TO THE UNITED STATES.			
Year ending 30th June.	*Black Tea*	*Green Tea*	TEA *Total lbs.*	SILK *Total Bales*	*Black Tea*	*Green Tea*	TEA *Total lbs.*	SILK *Total Bales*
1847-48,			11,372,141	19,117	226,636	1,514,151	1,740,787	
1848-49,			12,310,363	15,915	616,257	2,370,075	2,986,332	35
1849-50,			13,867,497	13,162	1,648,829	3,974,879	5,623,708	415
1850-51,			21,687,816	15,325	3,751,899	7,316,641	11,068,540	250
1851-52,			31,225,000	20,233	3,600,000	14,400,000	18,000,000	298
1852-53,			38,664,100	24,803	2,934,700	19,965,600	22,900,300	534
1853-54,			29,856,188	55,185	3,118,200	13,584,200	16,702,400	1,074
1854-55,	39,586,059	10,428,036	50,014,095	53,965	1,154,573	22,584,308	23,738,881	
1855-56,	24,668,430	8,543,424	33,211,854	56,273	289,442	20,650,537	20,939,979	1,188
1856-57,	10,607,084	10,794,487	21,401,571	90,523	381,553	16,886,572	17,268,125	1,637
1857-58,	22,415,292	7,212,648	29,627,940	67,391	315,303	17,625,806	17,941,109	1,608
1858-59,	10,065,658	6,914,724	16,980,382	83,330	580,753	18,907,288	19,488,041	2,500
1859-60,	23,098,813	8,522,391	31,621,204	66,320	659,401	17,639,987	18,299,388	1,554

EXPORT *of* TEA *and* SILK *from* SHANGHAI, *from 1st July, 1859, to 30th June, 1860.*

DESTINATION.	BLACK TEA. lbs.	GREEN TEA lbs.	TEA. Total lbs.	SILK Total Bales
To GREAT BRITAIN, *direct,*	23,098,813	8,522,391	31,621,204	19,084
UNITED STATES,	659,401	17,639,987	18,299,388	1,554
AUSTRALIAN COLONIES,	534,006	380,805	914,811	
NORTH AMERICAN COLONIES,	48,533	386,330	434,863	
THE CONTINENT OF EUROPE,	1,105,398	66,964	1,172,362	47,009
COASTWISE,	217,275	803,628	1,020,903	
MANILA,	240		240	137
Total	25,663,666	27,800,105	53,463,771	67,874

EXPORT *of* SILK *from* SHANGHAI *to* GREAT BRITAIN, *the* CONTINENT *of* EUROPE, *and* INDIA, *direct, and* COASTWISE,—*from 1st July*, 1860, *to dates,*

Sailed	Ship's Name	Tons	For	*Raw* China	*Raw* Japan	*Thrown*	Total bales	*Coarse*	*Waste*	*Cocoons*
July 1	Pekin, str.,	759	Hongkong	1,319			1,319			
.. 17	Formosa, str.,	450	do	2,309	29		2,338			
.. 18	Jubilee,	764	London	32		5	37	17	25	357
Aug 2	Cadiz, str.,	481	Hongkong	1,864	168	8	2,040			1
.. 18	Formosa, str.,	450	do	2,295	204	3	2,502			
.. 24	Challenger,	698	London	3,710	14	7	3,731		4	
Sept 5	Emeu, str.,	907	Hongkong	3,791	746	21	4,558			
.. 9	Ballarat,	712	London	2,820	368	..	3,188			19
.. 12	Lucknow,	402	do	1,429	215	34	1,678	5		16
.. 21	Cadiz, str.,	481	Hongkong	2,022	386	2	2,410			
Oct 5	Aden, str.,	507	do	2,050	399	19	2,468			
.. 5	Assyrian,	555	London	1,909	407		2,316	5		
.. 9	Livingston,	535	do	1,085	596		1,681		6	67
.. 18	Formosa, str.,	450	Hongkong	2,617	357	10	2,984			4
.. 21	Koh-i-noor,	303	Liverpool							
.. 22	Aden, str.,	507	Hongkong	1,085	42	17	1,144			4
.. 26	Wynaud,	521	London	1,442			1,442	25		68
.. 26	Kate Carnie,	549	do	1,521			1,521			
.. 31	Palmerston,	397	do	782	2		784			
Nov 4	Imperatriz, str.,	1311	do	1,038	259	18	1,315			
.. 7	Ocean Mail,	630	do	2,801	40		2,841			
.. 8	Cadiz, str.,	481	Hongkong	1,931	278	6	2,215			

EXPORT *of* SILK *from* SHANGHAI *to the* UNITED STATES.

From 1st July, 1860, to date.

Sailed	Ship's Name	Tons	For	*Raw Silk* peculs	*Other Silk*	*Silk Piece Goods* pieces
Oct 16	Phantom,	1174	New York,	427:70		

EXPORT *of* TEA *from* SHANGHAI *to* GREAT BRITAIN *(direct,)—from 1st July*, 1860.

Sailed	Ship's Name	Tons	For	*Congou*	*Souchong*	*Oolung*	*Flowery Pekoe*	*Sorts* including Japan Tea	Total *Black* lbs	*Young Hyson*	*Hyson*	*Hyson Skin*	*Twankay*	*Imperial*	*Gunpowder*	*Sorts* Including Japan Tea	Total *Green* lbs	Grand Total lbs
July 18	*Jubilee,*	764	London,	314,281	110,356	59,107		6,907	490,651	34,807	7,088			2,375	44,701	130,315	219,286	709,937
Augt 24	*Challenger,*	698	London,						55,619								301,607	357,226
Sept 9	*Ballarat,*	712	London,	277,696	101,565	16,487		8,933	404,681	20,415	2,393		2,028	1,200	48,169		75,205	479,886
... 12	*Lucknow,*	402	London,	78,640	46,749			400	125,798	37,752	9,177		4,149	3,793	12,067		66,938	192,736
Oct. 5	*Assyrian,*	556	London,	167,643		18,241			185,884	35,701	5,803		2,434	228	177,000		221,166	407,050
... 9	*Livingston,*	535	London,	278,948		7,285	4,720		290,953	102,356	19,761	966	5,454	6,737	57,707		192,981	483,934
... 21	*Koh-i-noor,*	303	Liverpool,						59,767									59,767
... 26	*Wynaud,*	521	London,	236,399	18,701	504	9,405		265,009	79,337	6,419		13,907	8,583	16,183		124,459	389,468
... 26	*Kate Carnie,*	549	London,	268,899		10,545	4,333		283,777	73,989	7,393	708	2,588	7,741	106,441		198,860	482,637
... 31	*Palmerston,*	397	London,	356,141					356,141	39,787	2,671		977	3,512	5,209		52,156	408,297
Nov. 4	*Imperatriz,* str.,	1311	London,			36,401			36,401	59,624	6,224		13,464	3,412	13,069	8,880	104,673	141,074
... 7	*Ocean Mail,*	630	London,	174,621	36,575	19,333	37,163		267,692	37,976	2,911		2,479	5,068	48,519		96,953	364,645

EXPORT *of* TEA *from* SHANGHAI *to the* UNITED STATES,—*from 1st July*, 1860.

Sailed	Ship's Name	Tons	For	*Congou*	*Souchong*	*Oolung*	*Flowery Pekoe*	*Sorts*	Total *Black* lbs	*Young Hyson*	*Hyson*	*Hyson Skin*	*Twankay*	*Imperial*	*Gunpowder*	Total *Green* lbs	Grand Total lbs
Oct. 16	*Phantom,*	1174	New York,			17,932		337	18,269	511,861	14,811	499	10,935	240,025	194,425	972,556	990,825

PRICE of the *NORTH-CHINA HERALD.*—Per Annum, *Fifteen Taels*;—Six Months, *Eight Taels*;—Three Months, *Four Taels*;—all payable in advance at *Shanghai or London.* Single Numbers—To Subscribers, 2 *mace* 5 *can.*;—To Non-Subscribers, *Five mace.* Subscriptions will be considered as renewed, unless notice to the contrary be given before the expiry of the current term.

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[*Edited, Printed, & Published every Saturday, by* CHARLES SPENCER COMPTON, *Shanghai.*]

had given proper receipts for the same, that he had since absconded, and that he was nowhere concealed on the premises of Messrs. Jardine, Matheson and Co. With this explanation I endeavoured to satisfy the Respondents, but they persisting in their complaint, I addressed the appellant officially on the subject, and in his reply, dated the 7th March, which forms the return plea on the minutes, he again gave the assurance that Acum had absconded, thus repeating in writing the falsehood previously told as to his knowledge of the man's whereabouts. Meanwhile he had been endeavouring to cajole the Respondents, by telling them through an old and respectable broker named Alum, that he expected a return of about $18,000 on some teas shipped on Akum's account to the United States, which, with a loan he would ask Mr. Jardine to make, and contributions he would procure from other quarters, might furnish sufficient to pay them all a small sum *pro rata* upon their claims; but, in making this offer, he avoided all mention of the $23,237:19 cents held to his order on board the *Mahamoodie*, and likewise ignored the fact of his having made an advance of two-thirds of the invoice amount on the American shipment.

On the 10th March, the *Peiho* steamer left the Port, bound for Hongkong, with Acum and family amongst the passengers, they having been transferred into her from the *Mahamoodie*, on the night of the 9th in a house-boat as before. The master of the *Mahamoodie*, Mr. T. G. Glover, wrote from Foochow to Mr. Moate, the first officer, to permit Acum to go by the steamer, and the Appellant made no effort to detain him, although at this time he had received and answered my official Requisition, and had notice of the approaching trial.

On the 12th March, the trial commenced, and in a written explanatory statement that day handed in, the Appellant made no allusion to the circumstance of Acum's having received temporary shelter on board *Mahamoodie*, and having subsequently left in the *Peiho*; nor did he admit it at all until after the third day of session, when the Court had summoned the officers of the ship, and questioned them on oath as to the truth of the rumour. He must moreover have desired his Chinese servants to conceal the fact, for, in their depositions, also taken before it came out in evidence, they asserted positively that Acum had absconded, they knew not whither, although, as was subsequently proved on oath, they had kept up an active correspondence with him during the whole of his stay on board.

In addition to the teas settled as above described, and against which the payments named were debited, the Appellant, on his private account and that of Mr. R. B. Davies, (a clerk in the House then staying here,) arranged through Acum at the same time for the purchase of teas to the value (accepting the Appellant's cheap rates) of $15,738:22 cents of which amount the accounts-current shew but $6,417:66 cents to have been paid to Acum, and of that sum his receipts could only be exhibited for $3,000. The Books of the House likewise prove that the Appellant had a private interest to the amount of $7,162:95 cents in the teas got for the house, that sum appearing to his debit in the Opium Delivery-book, as part of the $23,237:19 cents declared to have been paid to Acum but not received by him on the 2nd March. There was therefore a considerable private interest in the transaction.

In the course of the investigation it was found that the account of the fifty chops handed in by the Respondents corresponded exactly with the entries in the House tea-book as regards chop names, descriptions, number of packages, and weight, so that there could be no doubt as to the identity of the teas claimed for with those alleged to have been settled with Acum. There was an exception to this rule in the case of four chops not found in the tea-book, and which indeed were the only ones the Appellant denied knowledge of: but for these the Respondents exhibited receipts, and Appellant's own servants admitted their delivery at the hong. On being questioned as to the reason of these four chops not being entered in the tea-book with the rest, the servants explained that after delivery three had been handed over to Awai, the compradore, as security for duties he was required to pay on a shipment made through the house, under advance on Acum's account to the United States: and that the fourth chop had been returned to Acum, whose receipt however for it could not be produced.

Such is a summary of the facts as gathered from the evidence given on the trial; and I will now state the conclusions drawn therefrom, and so describe the grounds on which the Consular decision was based.

The members of the Court, although unanimous in their verdict, were much divided as to the grounds on which it should be given. One assessor maintained that since it was the usage of the port to acknowledge the broker alone in all transactions for the purchase of produce, and to consider him the recognised medium of payment, the Appellant had freed himself from all responsibility by squaring his account with Acum for the teas purchased, but that having been imprudent enough to give Acum shelter in the act of absconding from his creditors, he must be held responsible for so illegal a proceeding.

The other assessors with myself, were strongly of opinion that the evidence before the Court authorised us, on the other hand in forming the following conclusions:

Firstly; that the usual conduct of the Appellant in respect to Acum had warranted the belief, that, although a broker, he was more or less connected with the hong, and that the conduct of the Appellant in this particular transaction had been such as to authorise the Respondents in regarding him as a special agent for the purchase of the teas in question.

Secondly; That in this transaction the Appellant had no reason whatever for believing Acum to be the proprietor of the teas, but knew on the contrary that he was in embarrassed circumstances, and, being a mere broker, could not have been the actual owner of so much tea.

Thirdly; That the Appellant was not justified in setting off an old debt of Acum's against tea specially bought through him at a subsequent period, more especially when he was known to be embarrassed, and was the only person through whom the Respondents were allowed to treat with the Appellant.

Fourthly; That, knowing Acum to be embarrassed, the appellant was not justified in availing himself of the usage of the port to pay into his hands any portion of the price of teas purchased through him, without reference to the presumed proprietors of the teas.

Fifthly; That, by a covert settlement with Acum at rates below those at which the Respondents were settled with, and under those known by the Appellant to be then ruling, the Appellant became a party with Acum to a fraud on the Respondents for his own and Acum's mutual advantage.

Sixthly; That the settlement of accounts just before the date at which the *Peiho* was circulated to leave this port, the apparent hurry of settlement, and the subsequent removal of Acum with his family on board the *Mahamoodie*, as if to await the coming of the *Peiho*, all give reason for grave suspicion that the whole transaction was a planned thing between the Appellant and Acum.

Seventhly; That the Appellant committed a most unlawful act in giving Acum shelter on board the *Mahamoodie*, and shielding the man from official action, when, by his own admission, he was not aware that more than a fourth of the price of the teas had been paid to their proprietors, and when there was no evidence that even this had reached their hands.

Eighthly; That there was a want of clearness and formality about many of the books, accounts, receipts, &c., shewn by the Appellant and his servants in connection with this transaction.

Ninthly; That the evidence on the side of the Appellant was very contradictory, and, in many instances, remarkable for its falsehood, while that of the respondents was on the whole plain, simple, and straightforward.

Tenthly; That there was no evidence to prove that the rates claimed by the respondents were unreasonably in advance of the market, considering the large and simultaneous settlement, while there was collateral evidence to shew that these rates were those which Acum had given the respondents to believe that their teas were settled at, and that other parties were anxious at the time to operate at market rates, and actually offered them for some of the teas in question.

Eleventhly; that the respondents did not elect to employ Acum as their agent in this transaction, but had no alternative but to sell through him to the Appellant.

Such were the conclusions come to by the two assessors and myself from the evidence adduced, and on these grounds we agreed that the appellant should be held liable for the price of the teas as claimed by the respondents. The remaining assessors being of the same opinion, although on different grounds, the verdict was passed accordingly.

I now proceed to notice the statement by the appellant of the grounds on which he considers himself entitled to a reversion of the decision. It is worthy of remark that he founds these primarily and indeed mainly on alleged informalities in the conduct of the proceedings, which is in itself a proof how little reliance he has in the goodness of his cause: and, where he does base his objections on the supposed merits of the case, he misquotes and twists the evidence in a manner that rather damages than benefits his appeal. I will take up his six grounds in detail, and in the order in which he has arranged them.

1. The appellant first objects to the joining together to his prejudice of twelve Plaintiffs whose interests were all distinct, &c. The petition against the appellant was originally presented by eleven men conjointly, and a twelfth lodged his plaint two days after, too late to have it laid before the appellant with the general plaint. During the course of the trial, however, his name and the particulars of his claim were added to the plaint, after reference to the appellant, and with his full consent, which he readily signified to the Court, on learning that the chop on which the twelfth Plaintiff claimed was amongst the list in his book.

The third Plaintiff represented the interest of another man besides his own, which led to the summoning of that individual, Woo Leang-hwa by name, to speak as to his own claim. The partner of the second Plaintiff, Leang Yung-hing by name, was simply called as a witness in respect to a statement by the second Plaintiff, to the effect that the said partner had settled the price of one chop in person with the appellant by means of signs. The appellant is in error in stating that this partner was Woo Leang-hwa.

As regards the appellant's objection now raised to the aggregation of several plaints into one, and action being taken thereupon to his prejudice, it is a plea which he might have made at the opening of the trial: instead of which he suffered the adoption of the process to pass unnoticed then, and subsequently confirmed it by accepting the addition of a twelfth Plaintiff to the complaining body. The Court nevertheless were careful to sift each Plaintiff's case severally, and to avoid the error of concluding that because one obtained a verdict the rest were entitled to it simply by analogy. The minutes will prove this to have been the case. They will also prove that however separate the individual interests might have been, the circumstances attending each man's transaction were remarkably similar in every respect.

2. The appellant next claims reversion of the decision on the plea of informality in the order in which, as he alleges, the evidence was taken. When the two first Plaintiffs had been questioned, the Court, presuming that their case might prove a fair sample of that of the remaining Plaintiffs, and being anxious to economise time as far as possible, proposed to proceed with the Defendant's plea in reply, reserving however to themselves the right to call all the Plaintiffs if necessary. They did not warn either party that the case for the Plaintiffs was then closed, nor did the Defendant decline to have his case entered upon until that for the Plaintiffs was complete. It was after the Court had found from the evidence of the Defendant's 4th and 5th witnesses, Awai and Achoo, that questions might arise as to amounts paid to account, quantities delivered, &c., in respect to each Plaintiff's claim, and that these could not be definitely settled unless each Plaintiff's case were severally considered, that they determined upon examining all the Plaintiffs. This was the true reason for the adoption of the course adverted to, and the appellant ventures upon a most unjust and unworthy accusation in insinuating that the Court acted advertently in the matter, in consequence of their fancying that the case of the two Plaintiffs had been upset, and that it might be saved by the evidence of the Plaintiffs in reserve. Whether the case was so upset at this stage of the proceedings may at once be established by reference to the recorded minutes.

The appellant moreover exaggerates when he talks of the bold and ready invention of the remaining Plaintiffs on discovering they were to be called up: for they were alike ignorant of the momentary laying aside of their case, as of its subsequent resumption. They were examined separately in every instance, and, from their ignorance of the English language and modes of procedure, they had no means whatever of watching the case, and did not avail themselves of the opportunities so assiduously used by the Defendant for cross-questioning witnesses and claiming rights whenever he deemed it necessary. In fact the Court was struck with the consistency and simplicity of their evidence, as contrasted with the evasion and duplicity which characterised many of the depositions on the other side. Before accusing the Plaintiffs of bold and ready invention, the appellant should have remembered his own untruthful denials of all knowledge as to Acum's whereabouts; his dexterity in altering statements and accounts already before the Court after evidence had proved them faulty; the gross falsehoods told by Chinese servants in his interest; the notable contradictions between the evidence of English witnesses in his employ, although examined on oath, as to the hour at which Acum left Foochow, and the conversation which took place about the circumstances of his departure; and many other similar weak points in his own case.

3. Her Majesty's Chief Superintendent is too well able to judge how far the decision is accordant with the principles of English law to make any remarks of mine needful on this head. I will only notice with respect to ground No. 3, that the Appellant misstates the question at issue in saying it is simply, "Who is liable for teas purchased "of the teamen through Acum."[*] He would be nearer the truth were he to put it in this shape: "Who is liable for teas purchased of the teamen "through Acum, when the only portion of the "price thereof paid into his hands is appropriated "by him with the connivance of the purchaser, "and when the purchaser conceals him from the "sellers and screens him from justice?" The precedent quoted of Paterson *v.* Gandesequi is moreover not a parallel case, since the evidence proves that the Respondents did not elect to give Acum credit, but, on the contrary, could not get at the Appellant but through him; that the teas were negotiated and delivered at the Appellant's hong; that the trifling payments to account were likewise made there; that, but for Acum's employment by the Appellant, the Respondents would not have given him credit; and that they never applied for payment but at the Appellant's hong, even before Acum's disappearance.

As regards the usage of trade, it is doubtless the fact that the broker is here the acknowledged medium of payment, but this arises rather from his being the necessary medium of negotiation, than because credit is accorded him for his own sake; and surely it cannot for a moment be admitted that this usage is to warrant any one in employing an indebted or embarrassed broker to procure a large quantity of tea, and then remitting his debt as a part of the consideration and assisting him to abscond.

The Appellant's assertion in this part of his statement, that he proved having paid Acum in full for the teas, is, I maintain, directly contradicted by the evidence before the Court.

4. As regards the alleged irrelevancy of the decision to the evidence, the Appellant declares, first; that none of the Plaintiffs shewed any proof of having entered into contract with Acum: but this circumstance rather militates against his argument that their agreement was with Acum, not with the E-ho hong, more especially when taken into consideration with the fact that the Appellant only denies knowledge of four out of the fifty chops settled, and that, with a small exception which can be explained, the entries of the chops in the house tea-book correspond exactly with the accounts and receipts given in by the Respondents as regards names, kinds, and quantities.

Next, the Appellant says, several of the Respondents did not even produce receipts to prove they had ever delivered any tea whatever. On reference however, to the evidence, it will be seen that but two men had no receipts, viz: Woo Leang-hwa, the man interested with the 3rd Plaintiff, and the 6th Plaintiff, who had a receipt for only one out of his four chops; but none of the chops represented by these two men were amongst the four which the Defendant pleaded ignorance of, as not being in his tea-book.

The Appellant further remarks that the Plaintiffs produced no evidence to prove the price at which they sold to Acum beyond common report. Here again he misrepresents. The report of the rates at which these teas were settled in the market was not produced by the Plaintiffs, but called for by the Court, and only accepted by them, as having a collateral bearing on the Plaintiffs' statement of account. The Appellant's proof of rates had not even this support, but was exhibited in his own contract-book, which he got Acum to sign whilst on board the *Mahamoodie* as an after precaution, some days subsequently to the date of the actual transaction.

The Appellant next pleads that not a payment was proved to have been made by the E-ho hong; but, if the evidence be examined, it will be seen that only four out of the twelve Plaintiffs received anything at all, and of these, one (No. 1) received his money in the E-ho hong, and in the presence of the Compradore Awai, a second (No. 2) received his in the hong, a third (No. 4,) was not asked the question, and a fourth (No. 5) received a portion in the presence of Awai, and another portion, after interview with the Appellant.

The Appellant further avers, that he and his servants proved incontestably that Acum was the only man known in the purchase of these teas, and that no communication direct or indirect was held with the teamen previous to Acum's leaving. If this be the fact, how does he explain the receipts for delivery held by the Plaintiffs, and each of which is addressed by name to the person producing it, and bears the chop of the Appellant's hong? How is it too, that Achoo the tea-weigher deposes to a payment to Plaintiff No. 1 through Acum, the Application for which was made in the hong in his presence, and that the entries in his tea-book correspond so exactly with the receipts produced by the teamen? that Awei says some of the teamen did come to the hong before Acum had left? that Appellant himself declares as follows,—"Acum then (i.e. before he left Foochow) "told me that he could not pay the teamen in "full for all the teas that he had settled, unless I "advanced him some money, which I had not "the power to do. He then asked me if I would "allow him to remain on board the *Mahamoodie* "for a few days, or until he could come to some "arrangement with the teamen;" and that the Appellant further declares, that Acum said he was 20 or 30 thousand dollars short of their account? that he did not know, and had no reason to believe the teas were Acum's own property? that he knew Acum to be in difficulties, and moreover one, who, as a broker, was not likely to have such a vast amount of teas in his possession? that he refused to pay part of the tea-money to Ahee on account of Acum, because he thought it ought to have gone to the teamen, and that in common justice, they, if any one, ought to receive it?

As regards the evidence of other gentlemen and brokers in the trade in respect to acknowledging the teamen, the Appellant misquotes witness Forster, who says most pointedly "*notwithstanding the usage*" (of ignoring third parties beyond the broker in tea sales) "he would not feel justified "in paying the broker without reference to the "teamen," and that, "only if satisfied of his "solvency," he would set off teas got through the broker against his account. Witness Arthur Smith only admits that "probably" he would buy goods of a broker to cover his debt without reference to the teamen. Witness Innes was not questioned on this particular point: and as for the witness Poon-qua, he states that in his opinion the foreign hong would not be troubled in a case of a broker failing after receipt of money, but I do not agree with the Appellant in accepting this as a parallel case to his.

5. The Appellant has here made a mistake in imagining the Court sought in public rumour a proof of the rates at which the teas were sold by the teamen. These rates were given by themselves, and as the Appellant had no evidence to disprove their account, he having removed the only individual who might have contradicted it, the Court thought fit to check their depositions by reference to the usual market reports. The result was remarkably in favor of the Plaintiffs; for their rates were found to agree with those at which the chops were reported to have been sold, with but three or four very trifling differences, such as might naturally occur between actual and reported sales. This collateral proof was the more appreciated by the Court, because in the first place the teamen might, had they chosen, have named much higher prices; secondly, they could not possibly have foreseen that the reference would be made as a check on their statement; and thirdly, because, although their rates were somewhat higher than those previously prevailing, yet the advance was not by any means greater than what would be naturally induced in this market by the simultaneous purchase of so large a quantity of leaf, and at the same time was not so great as to lead the teamen to suppose that the transaction was not perfectly in order.

6. The Appellant here takes on himself to assume the grounds on which the decision was based, an assumption for which he can manifestly have so little foundation, that I need not lose time in answering it, and Her Majesty's Chief Superintendent will be able to judge from the evidence and my statement, how far the concealment and removal of Acum by the Appellant have a material bearing on the question at issue. There is however an assertion in this paragraph which I cannot let pass without notice; namely: "That there is no proof that the Appel- "lant knew Acum had in any way defrauded the "teamen, or was under more than a temporary "pressure." The evidence most distinctly shews, that, before entering into this transaction the Appellant knew at any rate that $29,452:61 cents had not been paid to the teamen; that the rates at which he settled with Acum were under the market rate, notwithstanding the magnitude of the purchase; that when he settled, as he calls it, with Acum $23,257:19 cents were retained to his own order; that on his interview with Acum on board the *Mahamoodie*, he learnt from that individual that a further $27,125 had been kept back from the teamen, and otherwise applied; and that he had only Acum's word, (a very reliable authority, according to the Appellant's own shewing,) that the balance of $31,712:22 cents had been paid them: and notwithstanding all this, the Appellant keeps the teas and helps the broker to abscond. I leave Her Majesty's Chief Superintendent to decide from these facts how far the Appellant knew that the teamen had been defrauded.

The foregoing remarks upon the Appellant's statement will suffice to explain away the alleged informalities in the proceedings, on which he mainly depends for securing the desired reversion, and will serve to establish my opening assertion that the evidence will not sustain the construction he has put upon it. Before concluding, however, I beg the attention of Her Majesty's Chief Superintendent to the following remarks, which need to be borne in mind in order to form a fair judgment upon the case.

I. Experience proves, and the evidence shews it, that in this market no large quantity of tea can be bought in a short space of time, without a considerable advance in price having to be given, even when ready cash is the consideration.

II. The prices alleged to have been paid by the Appellant were actually *under* those ruling in the market at the time the purchases were made.

III. The prices promised by Acum to the Respondents *raised* the market about 2 to 3 taels, which advance has continued to date, and subsequent buyers have in consequence been compelled to pay 2 to 3 taels more for their teas than would otherwise have been necessary.

IV. A large proportion of the payments alleged to have been made by the Appellant to Acum on account of these teas was made in *opium*.

The direct inference from the foregoing propositions is that the Appellant would have secured the following advantages by the transaction, had the suit terminated in his favor, namely:—

1. He would have obtained a large quantity of teas not only without paying the concomitant advance, but actually *under* market rate. Had he even paid market rates, the advantage would still have been great, as many buyers would have been too glad to obtain the teas on such terms, since an advance over market rates had to be paid to get them.

2. He would have had an additional advantage in the extreme rates secured for the large quantity of drug, which formed a considerable portion of his payments.

3. He would have covered an old debt, which, by his own shewing, he had little chance of recovering.

4. The prices Acum settled the teas at with the Respondents having raised the market 2 to 3 taels, and other buyers having had to purchase at this advance, the Appellant could further have easily afforded to undersell them at home.

5. These advantages would have been reaped had the Appellant paid Acum the entire amount of the prices alleged. But, accepting even the Appellant's own statements as fact, this cannot be said to have been the case. For out of a total of $110,032:80 cents due for teas (taking them at the Appellant's rates) he retained $23,237:19 cents, and placed to Acum's debit $29,272:61 cents on account of an old debt; Akum handed over to another teamen named Yung-kee $27,125, and only $31,712:22 cents were actually paid against the teas. The account might in fact be thus stated:—

To Cash and Drug.

Retained by Appellant	$23,237:19
Account of Old Debt	29,272;61
Paid Yungkee	27,125:00
Paid against Teas	31,712:22

By price of Teas.

Per Appellant's valuation	$110,032:80
Per Market value and Respondent's Account.............	138,753:45

From this it will be seen that the advantages derivable from the transaction would in any case have been large, and should Her Majesty's Chief Superintendent see fit to accede to the Appellant's requirement, and reverse the decision, they will yet be enjoyed in all their magnitude, to say nothing of the encouragement and sanction that will be thereby given to similar transactions with brokers in like circumstances. The decree of the Court, if left untouched, simply obliges the Appellant to pay those prices for the teas which others would have had to give to secure the same quantity in a similar space of time, and although, presuming him to have already paid a portion of their value to Acum, he may sustain a loss in consequence, yet it cannot be considerable in amount under the circumstances, and will certainly be no greater than he merits for lending himself to such an irregular, not to say illegal, transaction, for the purpose of securing a large and immediate gain.

W. H. MEDHURST,
Consul.

Foo-chow-foo, 10*th April*, 1860.

(To be Continued.)

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[*] Notice here how the Appellant admits the teas to have been purchased *through* Acum, while elsewhere he throughout pretends to consider them as having been bought *from* Acum.